

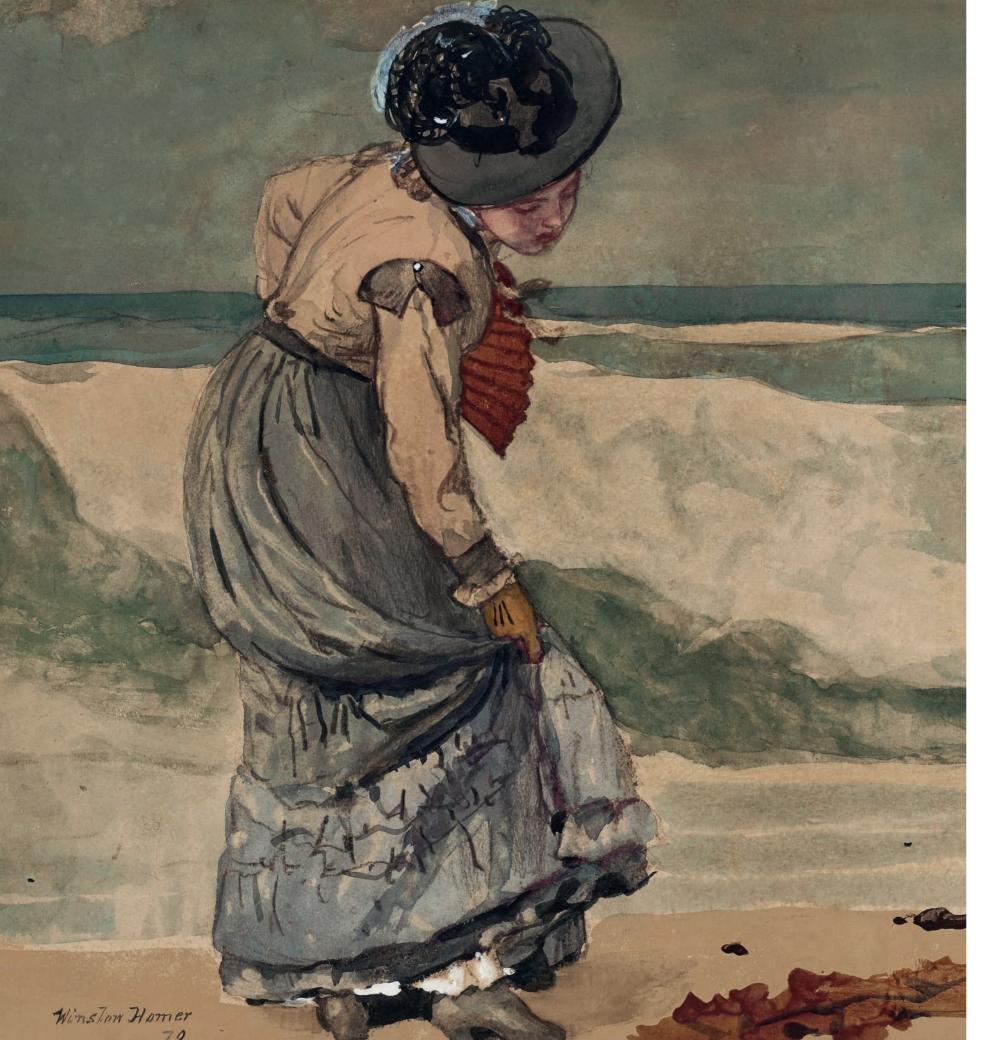
# AMERICAN ART

18 MAY 2021 | New York

# CHRISTIE'S

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TUESDAY 18 MAY 2021

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Tuesday 18 May 2021 at 11.00 am (Lots 201-279)

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PROPERTY FROM THE COLLECTION OF MRS. STANTON ARMOUR, LAKE FOREST, ILLINOIS

## 201 JOHN MARIN (1870-1953)

## Region Trinity Church, New York City

signed and dated 'Marin/26-36' (lower right)—signed and dated again and inscribed 'Region/Trinity/Lower Manhattan' (on the reverse) watercolor, ink and charcoal on paper 25% x 19% in. (64.5 x 50.2 cm.) Executed in 1936.

## \$50,000-70,000

#### **PROVENANCE:**

(i)

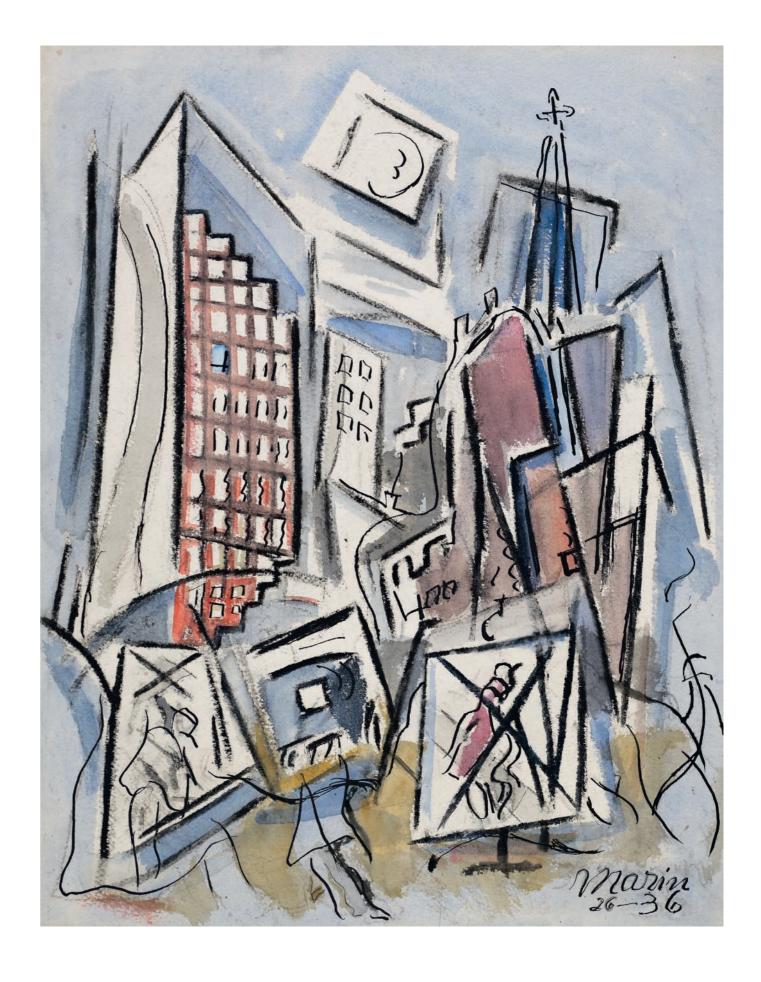
The artist. Estate of the above. John C. Marin, Jr., New York, son of the artist. (Probably) Kennedy Galleries, Inc., New York. (Probably) Acquired by the present owner from the above.

#### EXHIBITED:

(Probably) New York, Kennedy Galleries, Inc., *John Marin's New York*, October 13-November 6, 1981, no. 50.

#### LITERATURE:

S. Reich, *John Marin: A Stylistic Analysis and Catalogue Raisonné*, vol. II, Tucson, Arizona, 1970, p. 681, no. 36.27. National Gallery of Art, *John Marin*, exhibition catalogue, Washington, D.C., 1990, pp. 148, 152, pl. 142, illustrated. A related work of the same title is in the collection of the Wichita Art Museum, Wichita, Kansas. In both works the artist has written "26-36," indicating his years of interest in this subject as opposed to implying that he worked on each of them for a decade. Ruth Fine writes, "Considerable importance is given in both versions to the linear aspects of the compositions...in [the present work] the line, worked in ink, is more forceful in effect, providing precedents for the calligraphic emphasis in Marin's later work." (National Gallery of Art, *John Marin*, exhibition catalogue, Washington, D.C., 1990, p. 148)





## The Jacqueline & Pierre Simon Collection

he Collection of Jacqueline and Pierre Simon was built on the three pillars of curiosity, intuition, and instinct. These qualities espoused by both the French-American industrialist Pierre, and his American journalist wife Jacqueline, led to a remarkable group of works that represent many of the important artistic movements of the nineteenth and twentieth centuries. From Jean Dubuffet's L'Apathique (Site urbain avec 10 personnages) from 1962, to Kees van Dongen's beachscape À la recherche du temps perdu, many of the works reflect the couple's shared love of France. Throughout their married life they would spend prolonged periods of time living either in Paris, or in the rural landscapes of the south of the country.

The collection also reflects Pierre's deep interest not just in the paintings, works on paper, and sculptures of the artists he admired, but also in their personal lives and working practices. The couple would educate themselves by visiting museums and galleries, and reading widely, but as part of his interest Pierre Simon also built a world-renown collection of artists' correspondence (now housed in the New York Public Library) in order to understand, holistically, about the artists and their work.

Pierre F. Simon was an entrepreneur who worked in the electronics and aircraft industries, and who had enlisted in the Army during World War II and served as a liaison between the American Office of Strategic

Services and the French Resistance. His wife Jacqueline, was a political science journalist, college professor, and philanthropist. She pursued both an academic career, teaching at Southampton College and New York University, and a journalistic career, serving as United States bureau chief and associate editor of Politique Internationale, a quarterly French journal that covered foreign affairs. During her career, Ms. Simon conducted interviews with many international politicians and thought leaders, including Henry Kissinger, Zbigniew Brzezinski, Richard Nixon, Bill Clinton, and John Kenneth Galbraith, that became the core of many editions of the journal.

The Simons' collecting was driven by an intellectual curiosity; there was depth to their interest, and their enthusiasm was contagious. Jacqueline once commented, "Collecting, when it becomes a dedicated search, with the research and knowledge it requires, is an absorbing and enriching personal experience." David Schulson, a dealer in manuscripts who knew both Pierre and his wife, remarked on the singular nature of the collection. "There is a thread through all of this, and it's your husband's humanity. He was trying to find something of the artist himself." The result is singular group of works that demonstrates commitment and dedication, a quality that is sought after, but rarely achieved, by many collectors today.



THE JACQUELINE AND PIERRE SIMON COLLECTION

## Untitled

signed 'Blanche Lazzell' (lower left) gouache on paper laid down on paperboard image, 121/2 x 9 in. (31.8 x 22.9 cm.); overall, 15% x 12 in. (39.7 x 30.5 cm.) Executed circa 1930.

## \$10,000-15,000



# 202 BLANCHE LAZZELL (1878-1956)

## **PROVENANCE:**

Martin Diamond Fine Arts, Inc., New York. Acquired by the late owners from the above, 1987. THE JACQUELINE AND PIERRE SIMON COLLECTION

203 STUART DAVIS (1892-1964)

## Harbor and Boats

signed and dated 'Stuart Davis 1922' (on the reverse) oil and pencil on board 12 x 9 in. (30.5 x 22.9 cm.) Painted in 1922 and 1951-52.

## \$70,000-100,000

#### **PROVENANCE:**

(i)

The artist. Estate of the above. Salander-O'Reilly Galleries, Inc., New York. Acquired by the late owners from the above, 1989.

### EXHIBITED:

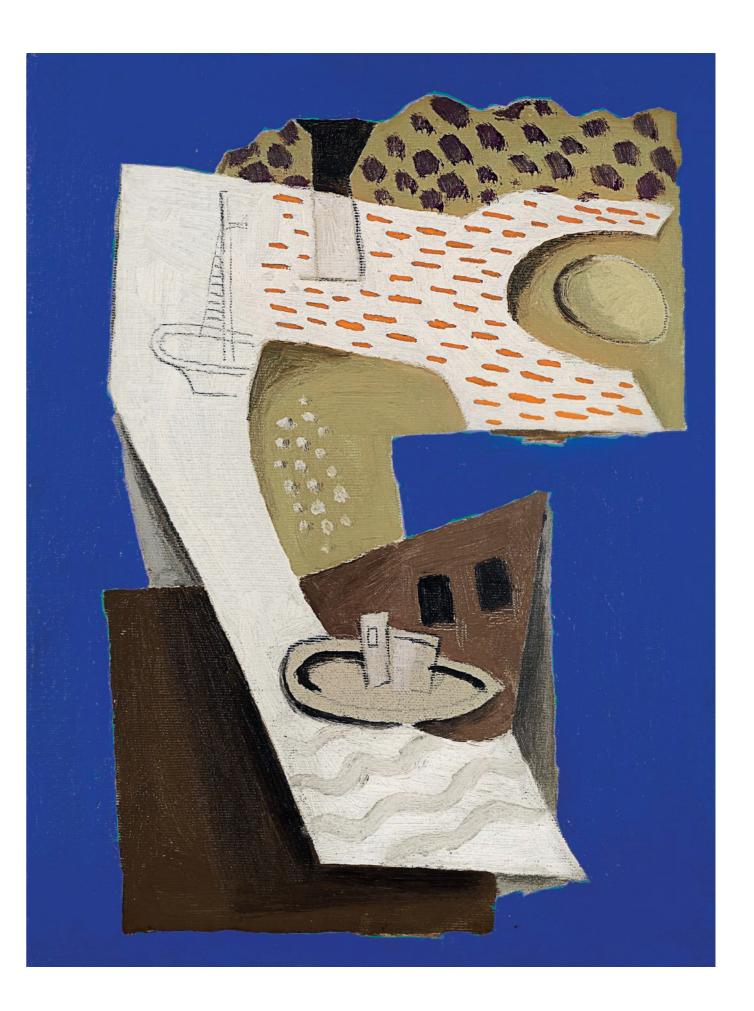
New York, Salander-O'Reilly Galleries, Inc., *Stuart Davis: The Breakthrough Years, 1922-1924,* November 4-December 26, 1987, n.p., no. 3, pl. 4, illustrated (as *Untitled*). New York, Salander-O'Reilly Galleries, Inc., *Stuart Davis:* 

*Motifs and Versions,* November 2-December 27, 1988, n.p., no. 7, pl. 8, illustrated (as *Untitled*).

### LITERATURE:

A. Boyajian, M. Rutkowski, *Stuart Davis: A Catalogue Raisonné*, vol. III, New Haven, Connecticut, 2007, pp. 121-22, no. 1474, illustrated.

Harbor and Boats derives from a group of small 1922 oils depicting abstracted views of Gloucester, Massachusetts. Several of these compositions, including the present example, were revisited by the artist in 1951, which was not an uncommon practice for the period. According to Ani Boyajian and Mark Rutkowski, "Davis had begun drawing the compositions of his early canvases onto large-scale canvases in April 1951, elaborating upon those compositions with the addition of various new elements and configurations. Here, rather, the artist added the new elements and reworked the composition directly on the surface of his original 1922 canvas." (*Stuart Davis: A Catalogue Raisonné*, vol. III, New Haven, Connecticut, 2007, p. 122)



## 204 PAUL HOWARD MANSHIP (1885-1966)

## Day and the Hours-Sundial

inscribed 'PAUL. MANSHIP © 1916' (on the base)—inscribed 'ROMAN BRONZE WORKS N-Y-' (along the base) parcel-gilt bronze with greenish-brown patina 20 in. (50.8 cm.) high on a 2 in. (5.1 cm.) marble base Modeled in 1916; cast by 1920.

### \$30,000-50,000

### **PROVENANCE:**

5

The artist. Mr. and Mrs. Edwin. O. Holter, Mt. Kisco, New York, acquired from the above, by 1920. By descent to the present owner.



Sundial in Sarah Holter's Garden, Mt. Kisco, circa 1920 © Estate of Paul Manship, from the Manship Family Archives, Courtesy of the Manship Artists Residency + Studios

### LITERATURE:

H.A. Caparn, "Statuary in the Small Garden," *House & Garden*, June 1920, p. 27, illustrated.
P. Vitry, *Paul Manship: Sculpteur Américain*, Paris, France, 1927, pl. 10, another example illustrated.
E. Murtha, *Paul Manship*, New York, 1957, p. 158, no. 86.
Minnesota Museum of Art, *Paul Manship: Changing Taste in America*, exhibition catalogue, Saint Paul, Minnesota, 1985, p. 185, no. 121, another example referenced.
J. Manship, *Paul Manship*, New York, 1989, pp. 63, 66, another example illustrated.
H. Rand, *Paul Manship*, exhibition catalogue, Washington, D.C., 1989, p. 165.
S. Rather, *Archaism, Modernism, and the Art of Paul Manship*, Austin, Texas, 1993, p. 116 (as *Sundial*).

Cast in an edition of ten, *Day and the Hours—Sundial* may have been designed specifically for Edwin and Sarah Jane Holter of Mt. Kisco, New York, the original owners of the present example. Paul and Isabel Manship were close friends with the lawyer and his wife, and according to correspondence between the families, the Manships named their daughter Sarah after Mrs. Holter. Manship frequently designed sculptures for specific gardens, and the other casts of *Day and the Hours—Sundial* may very well have been created in response to requests following the June 1920 publication of the Holters' sculpture in *House and Garden* magazine. The present example has descended in the Holters' family for the past century.

The central female figure of the sculpture recalls an Indian bodhisattva, and dancing figures adorn the halolike mandala around her. Greek-inspired ornamental borders divide the sections of the sculpture, and the artist's interest in astrology is represented by the twelve signs of the zodiac depicted in low relief along the base.



PROPERTY FROM THE COLLECTION OF JOSEPH L. PONCE AND ANNE G. PONCE

205 MILTON AVERY (1885-1965)

## Woman on the Rocks

signed and dated 'Milton/Avery/1948' (lower right) watercolor, gouache and pencil on paper 22% x 30% in. (56.8 x 77 cm.) Executed in 1948.

## \$80,000-120,000

## **PROVENANCE:**

(i)

The artist. Estate of the above. Makler Gallery, Philadelphia, Pennsylvania. (Probably) Acquired by the late owners from the above, 1965.

## EXHIBITED:

Philadelphia, Pennsylvania, *Makler Gallery, Milton Avery: Oils, Watercolors and Graphics*, December 2-31, 1968, n.p., no. 17, illustrated.

The present work likely depicts a seaside cliff in Pemaquid Point, Maine, where the Avery family summered the year it was painted.



## 206 MILTON AVERY (1885-1965)

## Sleeping Nude

(i)

signed and dated 'Milton Avery/1950' (lower left) oil on canvas 26 x 42 in. (66 x 106.7 cm.) Painted in 1950.

## \$300,000-500,000



Mark Rothko, *Purple Brown*, 1957, The Museum of Contemporary Art, The Panza Collection, Los Angeles, California

### **PROVENANCE:**

The artist.

John Gelert, Connecticut, acquired from the above. Private collection, wife of the above. Makler Gallery, Philadelphia, Pennsylvania, acquired from the above. By descent to the present owner, 1961.

### EXHIBITED:

New York, Grace Borgenicht Gallery, *Milton Avery: Retrospective and Recent Paintings*, December 8-27, 1952.

Philadelphia, Pennsylvania, Makler Gallery, *Milton Avery*, April 19-May 22, 1976, no. 21.

#### LITERATURE:

H. Kramer, *Milton Avery: Paintings 1930-1960,* New York, 1962, p. 28, pl. 55, illustrated (as *Nude Reclining*).

## "Avery is first a great poet. His is the poetry of sheer loveliness, of sheer beauty."

-MARK ROTHKO





## **207** MILTON AVERY (1885-1965)

## Startled Goats

signed and dated 'Milton Avery/1957' (lower right) oil on canvas 27¾ x 43¾ in. (70.5 x 111.1 cm.) Painted in 1957.

## \$400,000-600,000

## PROVENANCE:

(i)

Grace Borgenicht Gallery, New York. Private collection, acquired from the above, 1962. By descent to the present owner.

"Avery's is the opposite of what is supposed to be a typical American attitude in that he approaches nature as a subject rather than as an object."

-CLEMENT GREENBERG





Milton Avery sketching with his daughter March, and their dog, Picasso, Woodstock, New York, 1950, photographer unknown. Private Collection © 2021 The Milton Avery Trust / Artists Rights Society (ARS), New York, NY

Throughouthis career, Milton Avery repeatedly returned to depictions of the American landscape, exploring its hills and fields in a progressively abstract manner. Simultaneously, his depictions of animals have been a cornerstone of his *oeuvre*—including depictions of chickens, goats, pigs and birds. Painted in 1957, *Startled Goats* combines these two signature themes into a dynamic and charismatic image. Furthermore, the work embodies the transition from his earlier, more representational style to the reductive abstraction of his mature career. In *Startled Goats*, Avery manifests both his identity as a master colorist and his ability to capture the essence of his subject.







## 208 MILTON AVERY (1885-1965)

## Untitled (Landscape)

signed and dated 'Milton Avery 1954' signed and dated again (on the reverse) gouache, watercolor and crayon on paper 18 x 23¾ in. (45.7 x 60.3 cm.) Executed in 1954.

## \$20,000-30,000

#### **PROVENANCE:**

The artist. Estate of the above. Private collection, New York, acquired from the above, 1991. Menconi & Schoelkopf Fine Art, LLC, New York. Acquired by the present owner from the above, 2002.

### EXHIBITED:

New York, DC Moore Gallery, *Milton Avery: Paintings and Works on Paper*, February 3-27, 1999.

New York, Menconi & Schoelkopf Fine Art, LLC, *Menconi* & *Schoelkopf Fine Art: The First Year*, 2002, no. 15, illustrated.

The present work retains another landscape on the reverse.



## 209 FAIRFIELD PORTER (1907-1975)

## The Wave

(i)

signed and dated 'Fairfield Porter 72' (upper right)—signed and dated again and inscribed with title (on the stretcher) oil on canvas 12 x 19 in. (30.5 x 48.3 cm.) Painted in 1972.

## \$50,000-70,000

### PROVENANCE:

Hirschl & Adler Galleries, Inc., New York. Schutz & Company, New York. Private collection, New York. Private collection, Texas, by descent. Acquired by the present owner from the above.

(i)

### EXHIBITED:

Huntington, New York, The Heckscher Museum of Art, *Waterworks: The Long Island Legacy*, September 7-October 27, 1985.

### LITERATURE:

J.T. Spike, J. Ludman, *Fairfield Porter: An American Classic*, New York, 1992, p. 303. J. Ludman, *Fairfield Porter: A Catalogue Raisonné of the Paintings, Watercolors, and Pastels*, New York, 2001, p. 288, no. L828.

# 210 ROCKWELL KENT (1882-1971)

## Frozen Lake, Alaska

signed 'Rockwell Kent' (lower right) oil on canvas laid down on panel 28 ¼ x 34 in. (71.8 x 86.4 cm.) Painted *circa* 1918-19.

## \$300,000-500,000

## PROVENANCE:

(i)

 $(\mathbf{f})$ 

The artist. Macbeth Gallery, New York. J.J. Ryan, Oak Ridge Estate, Arrington, Virginia, acquired from the above. Private collection, Arrington, Virginia, gift from the above.

Acquired by the present owner from the above, 1995.

## EXHIBITED:

Washington, D.C., Fraser's Stable Gallery, December 1977.

*Frozen Lake, Alaska,* is number AK1-18 in *The Annotated Checklist of Alaska Paintings* by Rockwell Kent, by Scott R Ferris and Richard V West. We would like to thank Scott Ferris for his assistance with this entry.

"The mountain tops, trees, rocks, and all, are covered with new snow; the valleys and the lower levels are black where rain has cleared the trees. It is so beautiful here at times that it seems hard to bear."

-ROCKWELL KENT







PROPERTY FROM A DISTINGUISHED CHICAGO COLLECTION

## 211 THOMAS HART BENTON (1889-1975)

## Study for 'Lumber Mill'

signed 'Benton' (lower left) oil en grisaille on paperboard 8½ x 11% in. (21.6 x 29.5 cm.) Painted circa 1928.

## \$30,000-50,000

## **PROVENANCE:**

Thomas Hart and Rita P. Benton Testamentary Trusts. Aaron Galleries, Chicago, Illinois. Acquired by the present owner from the above.

This work will be included in the forthcoming Thomas Hart Benton catalogue raisonné being prepared by the Thomas Hart Benton Catalogue Raisonné Foundation. Committee Members: Dr. Henry Adams, Jessie Benton, Anthony Benton Gude, Andrew Thompson and Michael Owen.

The present work was painted as a study for the larger oil Lumber Mill (Private Collection), which depicts a mill in West Virginia.



## PROPERTY FROM AN EAST COAST ESTATE 212 THOMAS HART BENTON (1889-1975)

## Study for 'Traders'

signed 'Benton' (lower left) oil on paperboard 8 x 8¾ in. (20.3 x 22 cm.) Painted circa 1924.

## \$70,000-100,000

## **PROVENANCE:**

(i)

ACA Heritage Galleries, New York. (Probably) Acquired by the late owner from the above, circa late 1960s.

(i)

This work will be included in the forthcoming Thomas Hart Benton catalogue raisonné being prepared by the Thomas Hart Benton Catalogue Raisonné Foundation. Committee Members: Dr. Henry Adams, Jessie Benton, Anthony Benton Gude, Andrew Thompson and Michael Owen.

The present work was prepared as a study for a larger work Traders (Private Collection) intended for Benton's celebrated but incomplete American Historical Epic mural series.

## 213 JACKSON POLLOCK (1912-1956)

## Untitled (Landscape with Tree to Right)

signed and dated 'Jackson Pollock 36' (lower left) oil on canvas 24 x 30 in. (60.9 x 76.2 cm.) Painted in 1936.

## \$250,000-350,000

## **PROVENANCE:**

Mrs. Ludwig B. Prosnitz, New York. Mrs. Elias Grossman, New York. Private collection, acquired from the above. Sotheby's, New York, 5 May 2013, lot 157, sold by the above. Acquired by the present owner from the above.

## EXHIBITED:

New York, The Museum of Modern Art; Los Angeles, California, Los Angeles County Museum of Art, *Jackson Pollock*, April 5-September 3, 1967, no. 5. Venice, Italy, Museo Correr, *L'America di Pollock: Jackson Pollock a Venezia: gli "irascibili" e la scuola di New York*, March-June 2002, pp. 16, 231, no. 6, illustrated.

## LITERATURE:

F.V. O'Connor, E.V. Thaw, *Jackson Pollock: A Catalogue Raisonné of Paintings, Drawings and Other Works,* New Haven, Connecticut and London, 1978, vol. I, p. 20, no. 22, illustrated.

"I spent two years at the Art Students League...Tom Benton was teaching there then, and he did a lot for me. He gave me the only formal instruction I ever had...I'm damn grateful to Tom."

-JACKSON POLLOCK





#### HERBERT HASELTINE (1877-1962) 214

## Middle White Boar: Wharfedale Deliverance

inscribed 'MIDDLE WHITE' and 'Herbert Haseltine/1957' and 'To Arthur Rubinstein' (along the base) gilt bronze 4½ in. (11.43 cm.) high on a 1½ in. (3.8 cm.) marble base Modeled circa 1922-24; cast in 1957.

## \$20,000-30,000

### **PROVENANCE:**

The artist. Arthur Rubinstein, Paris, gift from the above. Poulain Le Fur, Paris, 3 July 2002, lot 119, sold by the above. Acquired by the present owner from the above.

### LITERATURE:

Field Museum of Natural History, Sculptures by Herbert Haseltine of Champion Domestic Animals of Great Britain, exhibition catalogue, Chicago, Illinois, 1934, n.p., no. 18, another example illustrated.

J. Connor, J. Rosenkranz, Rediscoveries in American Sculpture: Studio Works 1893-1939, Austin, Texas, 1989, pp. 50-51, another example illustrated.

Hirschl & Adler Galleries, Inc., William Stanley Haseltine 1835-1900: Herbert Haseltine 1877-1962, exhibition catalogue, New York, 1992, p. 42, no. 47a, another example illustrated.

M. Cormack, Champion Animals: Sculptures by Herbert Haseltine, Richmond, Virginia, 1996, pp. 86-88, another example illustrated.



## Middle White Sow: Wharfedale Royal Lady

inscribed 'MIDDLE WHITE' and Haseltine/1957' and 'To Arthur Ru (along the base) gilt bronze 41/8 in. (10.5 cm.) high on a 11/4 in. (3 marble base Modeled circa 1922-24; cast in 19

## \$20,000-30,000

### **PROVENANCE:**

The artist.

Arthur Rubinstein, Paris, gift from the Poulain Le Fur, Paris, 3 July 2002, lot 119, sold by the above.

Acquired by the present owner from the above.





'Herbert	LITERATURE:
ubinstein'	Field Museum of Natural History, Sculptures by Herbert Haseltine of Champion Domestic Animals of
	Great Britain, exhibition catalogue, Chicago, Illinois,
(3.2 cm.)	1934, n.p., no. 19, another example illustrated.
957.	Hirschl & Adler Galleries, Inc., <i>William Stanley</i> Haseltine 1835-1900: Herbert Haseltine 1877-1962,
	exhibition catalogue, New York, 1992, p. 42, no. 47b, another example illustrated.
	M. Cormack, Champion Animals: Sculptures by
	Herbert Haseltine, Richmond, Virginia, 1996, pp. 86,
e above.	89-92, another example illustrated.
110	

## 216 NORMAN ROCKWELL (1894-1978)

A Crock of Gold ("Mr. Rosenbaum smiled at them a little mockingly. 'I am trusting you,' he said, 'with a secret.'")

signed 'Norman/Rockwell' (lower right) charcoal on paperboard image, 9½ x 17¾ in. (24.1 x 45.1 cm.); overall, 15¼ x 23½ in. (38.7 x 59.7 cm.) Executed in 1938.

## \$40,000-60,000

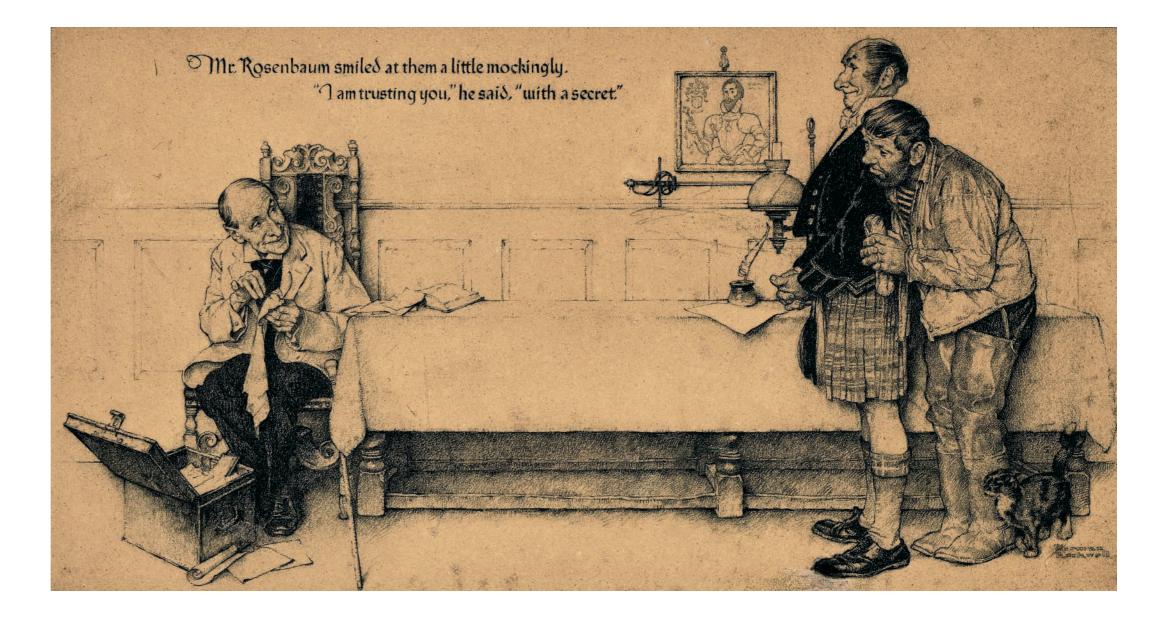
**PROVENANCE:** Private collection, Massachusetts. By descent to the present owner.

### LITERATURE:

(i)

E. Goudge, "A Crock of Gold," *Woman's Home Companion*,
August 1938, p. 18, illustrated.
L.N. Moffatt, *Norman Rockwell: A Definitive Catalogue*, vol. II,
Stockbridge, Massachusetts, 1986, p. 817, no. S715, illustrated.

The present work was published as an illustration for Elizabeth Goudge's short story "A Crock of Gold" in the August 1938 issue of Woman's Home Companion. The story follows a family of five children on their summer vacation in Scotland. The kids set off in search of the ancestral castle where their father grew up, despite his warning against it and stories of the despicable current inhabitant Isaac Rosenbaum. Along the way, the children meet a kind old man, a self-proclaimed "crock," who explains that he lives in a nearby castle and welcomes them in for a tour and a meal. After friendship and trust develops, he reveals himself as the infamous Isaac Rosenbaum. To his delight, the children accept him on their own judgement, realizing their father's sore misrepresentation of his character. The present work illustrates the moment when Rosenbaum decides to write the children into his will and summons two witnesses, asking them to keep the decision a secret. The story ends after his death, with the children living happily in the castle and remembering him as "the crock of gold."



### PROPERTY FROM A NEW YORK PRIVATE COLLECTION

217 NORMAN ROCKWELL (1894-1978)

Jeff Raleigh's Piano Solo ("'Oh Lord,' Jeff said prayerfully, 'I wish Alice was here. Oh, I wish she could hear this...'") (The Virtuoso)

signed 'Norman/Rockwell' (lower right) oil on canvas 28¾ x 22¾ in. (73 x 57.8 cm.) Painted in 1939.

## \$1,200,000-1,800,000

## **PROVENANCE:**

 $(\mathbf{4})$ 

Bernard Danenberg Galleries, Inc., New York. Private collection, New York, acquired from the above, *circa* 1960s. By descent to the present owner.

#### EXHIBITED:

Fort Lauderdale, Florida, Fort Lauderdale Museum of the Arts; Brooklyn, New York, Brooklyn Museum; Washington, D.C., Corcoran Gallery of Art; San Antonio, Texas, Marion Koogler McNay Art Institute; San Francisco, California, M.H. De Young Memorial Museum; Oklahoma City, Oklahoma, Oklahoma Art Center; Indianapolis, Indiana, John Herron Art Institute; Omaha, Nebraska, Joslyn Art Museum; Seattle, Washington, Seattle Art Museum, *Norman Rockwell: A Sixty Year Retrospective*, February 11, 1972-April 15, 1973, p. 76, illustrated.

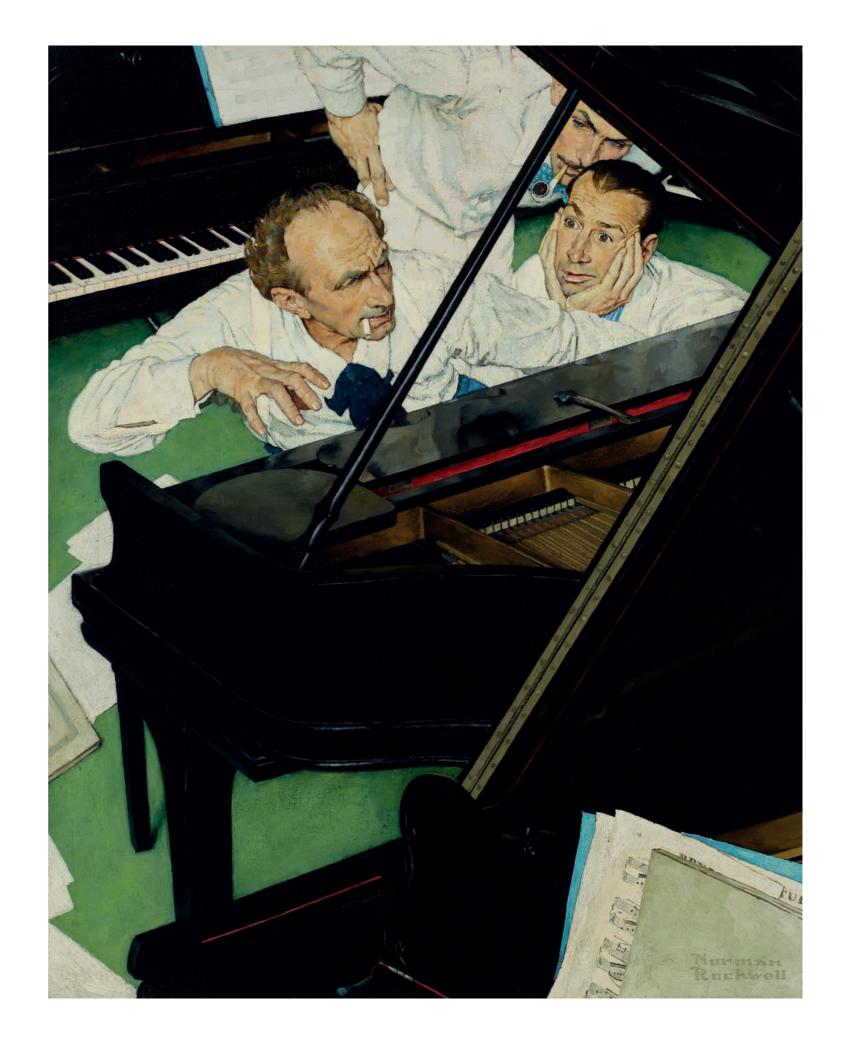
Osaka, Japan, Hankyu Department Store, April 4-9, 1975.

### LITERATURE:

E. Ware, "Jeff Raleigh's Piano Solo," The Saturday Evening Post, May 27, 1939, p. 17, illustrated. Post Stories of 1939, Boston, Massachusetts, 1940, p. 294, illustrated. A.L. Guptill, Norman Rockwell: Illustrator, New York, 1946, n.p., no. 4, illustrated. T. Buechner, Norman Rockwell: Artist & Illustrator, New York, 1970, p. 328, pl. 332, illustrated. Curtis Publishing Company, Norman Rockwell Memory Album: The Best of Norman Rockwell Art and Humor from the Archives of the Curtis Publishing Company, Indianapolis, Indiana, 1979, p. 115, illustrated. M. Moline, Norman Rockwell Encyclopedia: A Chronological Catalog of the Artist's Work (1910-1978), Indianapolis, Indiana, 1979, p. 113, fig. 2-55, illustrated. L.N. Moffatt, Norman Rockwell: A Definitive Catalogue, vol. II, Stockbridge, Massachusetts, 1986, p. 763, no. S550, illustrated.

"Jeff Raleigh leaned entranced against a wall, almost weeping in the great hunger and the overwhelming sense of beauty with which music sometimes fills the souls of listeners who cannot read or play a note."

--"JEFF RALEIGH'S PIANO SOLO," THE SATURDAY EVENING POST, MAY 27, 1939



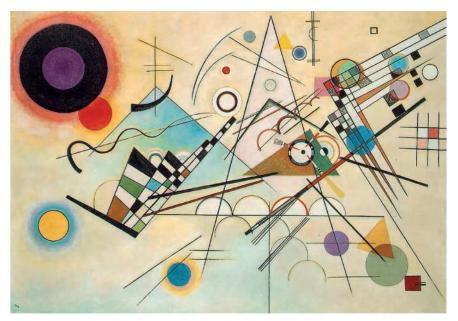




Reference photo for Jeff Raleigh's Piano Solo. Photograph use approved by the Norman Rockwell Family Agency.

A orman Rockwell's work has been characterized as a reflection of our better selves, capturing America as it ought to be. His work is simultaneously both of a moment and timeless in its communication of the universal truths of human nature. Painted at the precipice of his mature career and his most productive work for *The Saturday Evening Post, Jeff Raleigh's Piano Solo* embodies the realism, engaging character studies and nostalgic optimism of Rockwell's best works. Inviting the viewer to also watch in awe as the virtuoso mesmerizes his audience at the piano keys, with help from complex compositional design the present work beautifully communicates the splendor of the universal language of music in a dynamic and innovative fashion.

The present work was published as an illustration for Edmund Ware's short story "Jeff Raleigh's Piano



Wassily Kandinsky, Composition 8, 1923, Solomon R. Guggenheim Museum, New York, Ny

Solo" in the May 27th, 1939 issue of The Saturday *Evening Post.* Serially published as 26 stories, Edmund Ware's chronicles of the trials and tribulations of the Raleigh family followed parents Jeff and Alice and their children James, Joan and Charles. "Jeff Raleigh's Piano Solo" details Jeff's ceaseless pursuit of the perfect piano for Alice as a birthday gift. Realizing his naivety in this area, Jeff implores a local music professor, Andrew Crawford, to aid him in his search. Crawford also happens to be hosting a famous Russian pianist, Jan Ivan Sabinsky, and the three men band together in hunt for the perfect piano. Surrounded by a sea of pianos in the store's warehouse, Crawford and Sabinsky delight in trying out each option while simultaneously treating Raleigh to whirlwind performances-filling the cavernous space with melodious tunes until eventually Raleigh selects a winning piano.





PROPERTY FROM THE COLLECTION OF MRS. STANTON ARMOUR, LAKE FOREST, ILLINOIS 218 JOSEPH CHRISTIAN LEYENDECKER (1874-1951)

Portrait of a Young Girl

oil and pencil on canvas 23 x 22 in. (58.4 x 55.9 cm.)

## \$20,000-30,000

**PROVENANCE:** The artist. By descent to the present owner.



## 219 NORMAN ROCKWELL (1894-1978)

"The Tempest tore loose its fury upon the ship..."

signed and dated 'Norman P. Rockwell/1915' (lower right) 27½ x 20 in. (69.9 x 50.8 cm.) oil on canvas Painted in 1915.

## \$40,000-60,000

#### PROVENANCE:

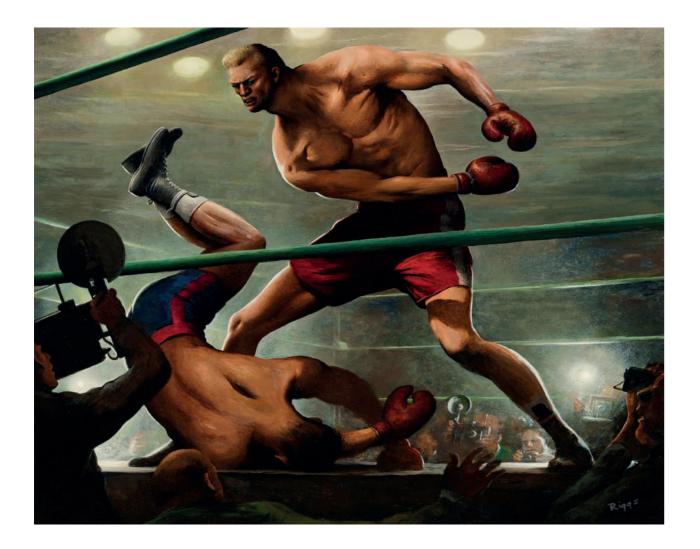
Bernard Danenberg Galleries, Inc., New York. Merrill Chase Galleries, Skokie, Illinois. Private collection, Ohio, acquired from the above, 1977. By descent to the present owner.

## LITERATURE:

F. Rolt-Wheeler, "Saved by the Rolling Hitch," *Boys' Life*, October 1915, p. 3, illustrated.
L.N. Moffatt, *Norman Rockwell: A Definitive Catalogue*,
vol. II, Stockbridge, Massachusetts, 1986, pp. 658-59,
no. S290, illustrated.

rk. The present work was published as an illustration for Francis Rolt-Wheeler's short story "Saved by the Rolling Hitch" in the October 1915 issue of *Boys' Life* magazine.





#### ROBERT RIGGS (1896-1970) 220

## "Goliath hit him with the first clean right hand of the evening"



signed 'Riggs' (lower right) tempera on panel 19 x 24 in. (48.3 x 60.9 cm.) Painted in 1952.

## \$50,000-70,000

### **PROVENANCE:**

Private collection, New York. Christie's, New York, 10 March 1989, lot 334, sold by the above. Private collection, Virginia, acquired from the above. Christie's, New York, 19 May 2016, lot 59, sold by the above. Acquired by the present owner from the above.

#### LITERATURE:

W. Fay, "One-Punch O'Dowd," The Saturday Evening Post, October 4, 1952, p. 37, illustrated.



#### FRANK EARLE SCHOONOVER (1877-1972) 221

"The bullet...went smashing through the violin case and into the fiddler's shoulder."



signed and dated 'F.E. Schoonover./'15' (upper left) oil on canvas 24¾ x 37 in. (62.9 x 93.9 cm.) Painted in 1915.

## \$20,000-30,000

### **PROVENANCE:**

The artist. Acquired by the present owner from the above.

## LITERATURE:

W. Hall, "The Fiddler of Glory Hole," Collier's Weekly, December 4, 1915, p. 8, illustrated. J. Schoonover, L.S. Smith, L. Dean, Frank E. Schoonover: Catalogue Raisonné, vol. II, Newcastle, Delaware, 2009, p. 247, no. 688, illustrated.

PROPERTY FROM AN IMPORTANT WESTERN COLLECTION

## 222 NEWELL CONVERS WYETH (1882-1945)

## "Nothing would escape their black, jewel-like inscrutable eyes..." (The Guardians)

signed 'N.C. Wyeth' (lower left) oil on canvas 46½ x 37½ in. (118.1 x 95.3 cm.) Painted in 1911.

## \$600,000-800,000

## **PROVENANCE:**

The artist.

(4)

Gouverneur Morris, New York, (probably) acquired from the above, 1911. Edward Eberstadt & Sons, New York, 1954. Kennedy Galleries, Inc., New York, 1973. The Westervelt Company, Tuscaloosa, Alabama, by 1983. Spanierman Gallery, New York. J.N. Bartfield Galleries, New York. Acquired by the present owner from the above, 1999.

## EXHIBITED:

Albany, Georgia, Banks Haley Gallery (Southwest Georgia Art Association), *N.C. Wyeth: A Loan Exhibition*, January 7-February 8, 1981, no. 9. Sylacauga, Alabama, Sylacauga Art Museum, February 24-March 24, 1982. Montgomery, Alabama, Montgomery Museum of Fine Arts, *Howard Pyle and the Wyeths: Four Generations of American Imagination*, November 12, 1983-January 6, 1984.

Jacksonville, Florida, Cummer Gallery of Art, September 14-November 11, 1984.

Chadds Ford, Pennsylvania, Brandywine River Museum of Art; Leningrad, USSR, Academy of the Arts of USSR; Moscow, USSR, Academy of the Arts of the USSR; Washington, D.C., Corcoran Gallery of Art; Dallas, Texas, Dallas Museum of Art; Chicago, Illinois, Terra Museum of American Art; Tokyo, Japan, Setagaya Art Museum; Milan, Italy, Palazzo Reale; Cambridge, England, Fitzwilliam Museum, *An American Vision: Three Generations of Wyeth Art*, March 11, 1987-November 22, 1988, pp. 93, 200, no. 10, illustrated. South Bend, Indiana, South Bend Art Center, *American Masterpieces from the Warner Collection*, December 9, 1989-February 4, 1990.

Chadds Ford, Pennsylvania, Brandywine River Museum; Portland, Maine, Portland Museum of Art; Tulsa, Oklahoma, Thomas Gilcrease Institute of American History and Art, *N.C. Wyeth's Wild West*, September 8, 1990-April 7, 1991, pp. 22, 83, no. 40, illustrated. Montgomery, Alabama, Montgomery Museum of Fine Arts, *Impressions of America: The Warner Collection of Gulf States Paper Corporation*, June 16-July 28, 1991. Indianapolis, Indiana, Eiteljorg Museum of American Indian and Western Art, *American Traditions: Art from the Collections of Culver Alumni*, December 12, 1993-March 6, 1994, pp. 270-71, illustrated. Chadds Ford, Pennsylvania, Brandywine River Museum, *Art of the American West from a Private Collection*, September 5-November 23, 2003.

## LITERATURE:

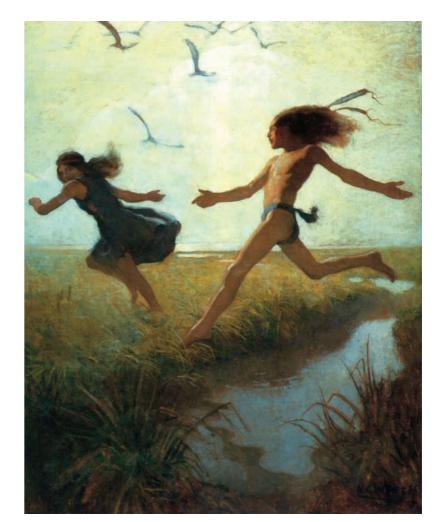
G. Morris, "Growing Up," *Harper's Monthly Magazine*, November 1911, vol. CXXIII, no. 738, o.p. 886, illustrated. D. Allen, D. Allen, Jr., *N.C. Wyeth: The Collected Paintings, Illustrations and Murals*, New York, 1972, pp. 49, 259, illustrated.

K.F. Jennings, *N.C. Wyeth*, New York, 1992, p. 32, illustrated.

C.B. Podmaniczky, *N.C. Wyeth: Catalogue Raisonné of Paintings*, vol. 1, Chadds Ford, Pennsylvania, 2008, p. 233, no. I.353, illustrated.







N. C. Wyeth, *The Children were Playing at Marriage by Capture*, 1911, The Andrew and Betsy Wyeth Collection, Brandywine River Museum of Art, Chadds Ford, PA

he present work stands as one of N.C. Wyeth's strongest compositions from a period during which *The Saturday Evening Post* declared that Wyeth's Western pictures have "no equal in his field." (as quoted in D. Michaelis, *NC Wyeth: A Biography*, New York, 1998, p. 155) Paintings like "*Nothing would escape their black, jewel-like inscrutable eyes...*" (*The Guardians*) immersed Wyeth's viewers in the everpopular adventurous narratives of his day, prompting them to wonder, while simultaneously evoking a general nostalgia for his subject through heroic arrangements. Indeed, the present work epitomizes both the technical and compositional skill as well as the unmatched sense of visual narrative that

has garnered N.C. Wyeth fame as one of America's foremost illustrators.

Wyeth established himself in this position by successfully fulfilling countless assignments for America's leading publications. His first commission came in 1911, when the Charles Scribner's Sons publishing company requested his work for Robert Louis Stevenson's *Treasure Island*. His visualization of the story was so well received that he was hired to illustrate a number of the period's most celebrated narratives including *Robin Hood*, *Robinson Crusoe*, *The Boy's King Arthur* and *The Last of the Mohicans*, among others.







## PROPERTY FROM THE ESTATE OF HARRY JACKSON, CODY, WYOMING

#### ALBERT BIERSTADT (1830-1902) 223

## Three Indians

signed with conjoined initials 'ABierstadt' (lower right) oil on paper laid down on masonite 6% x 101/8 in. (16.8 x 25.2 cm.) Painted in 1888.

## \$20,000-30,000

## **PROVENANCE:**

M. Knoedler & Co., Inc., New York, by 1971. Trosby Galleries, Denver, Colorado. Acquired by the late owner from the above, 1972.

## EXHIBITED:

New York, M. Knoedler & Co., Inc., The American Indian Observed, November 30-December 31, 1971, p. 16, no. 11, illustrated.

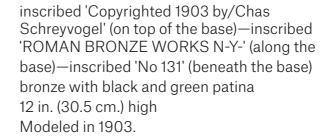
We would like to thank Melissa Webster Speidel, President of the Bierstadt Foundation and Director of the Albert Bierstadt catalogue raisonné project, for her assistance in the cataloguing of this lot.

## PROPERTY FROM AN IMPORTANT NEW YORK COLLECTION

## 224 CHARLES SCHREYVOGEL (1861-1912)

## The Last Drop

 $\left| \right\rangle$ 



## \$40,000-60,000

(i)

#### **PROVENANCE:**

Private collection, Santa Fe, New Mexico. Scottdale Art Auction, Scottsdale, Arizona, 5 April 2008, lot 133, sold by the above. Acquired by the late owner from the above.

## 225 ALBERT BIERSTADT (1830-1902)

## Mount Hood

(i)

signed with conjoined initials 'ABierstadt' (lower right) oil on paper laid down on canvas laid down on masonite image, 13½ x 19¼ in. (34.3 x 48.9 cm.); overall, 14¼ x 19¾ in. (35.9 x 49.2 cm.) Painted *circa* 1889.

## \$100,000-150,000

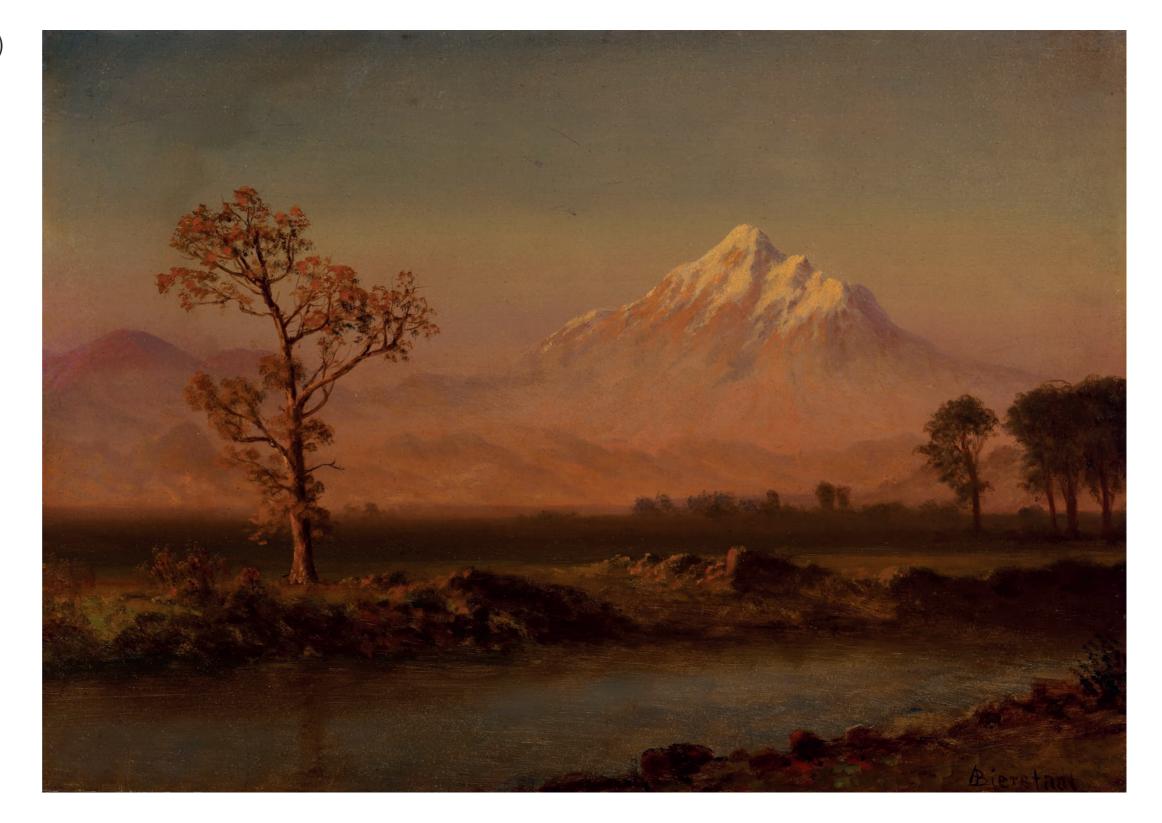
### **PROVENANCE:**

Private collection, Memphis, Tennessee, by 1983. By descent to the present owner.

We would like to thank Melissa Webster Speidel, President of the Bierstadt Foundation and Director of the Albert Bierstadt *catalogue raisonné* project, for her assistance in the cataloguing of this lot.

We would like to thank Allan Kollar for his assistance with identifying the location of the present work.

The present work depicts Mount Hood from the vantage point of Hood River in Oregon, facing north along the Columbia River. The Sandy Glacier Headwall is visible under the peak on the left side.



PROPERTY FROM THE ESTATE OF A NEW HAMPSHIRE PRIVATE COLLECTOR

## 226 THOMAS HILL (1829-1908)

## Yosemite

(i)

(4)

signed and dated 'T. Hill/1871.' (lower left) signed and dated again (lower right) oil on canvas laid down on cradled masonite 36½ x 60½ in. (92.7 x 153.7 cm.) Painted in 1871.

## \$120,000-180,000

#### **PROVENANCE:**

Private collection, Massachusetts. Acquired by the late owner from the above, *circa* 1970s.

The present work depicts a location near Inspiration Point in Yosemite National Park. The same vantage point can be seen in Thomas Hill's *Great Canyon of the Sierra, Yosemite* (1871, Crocker Art Museum, Sacramento, California), painted the same year. The Yosemite Valley became Hill's signature subject following his first trip in 1865 and received critical acclaim for his paintings' truthfulness to nature. The present work features two ladies led by a tour guide in the foreground, dwarfed by the grandiose beauty of the valley.

"More than almost any other of the scores of artists who visited and painted Yosemite, Hill is associated with the great valley, its magnificent cliffs, towering redwoods, and many famous waterfalls..."



-WILLIAM H. GERDTS

## 227 SANFORD ROBINSON GIFFORD (1823-1880)

## A Study of Hunter Mountain at Twilight

oil on canvas 7 x 11½ in. (17.8 x 29.2 cm.) Painted *circa* 1865.

## \$200,000-300,000

## **PROVENANCE:**

(i)

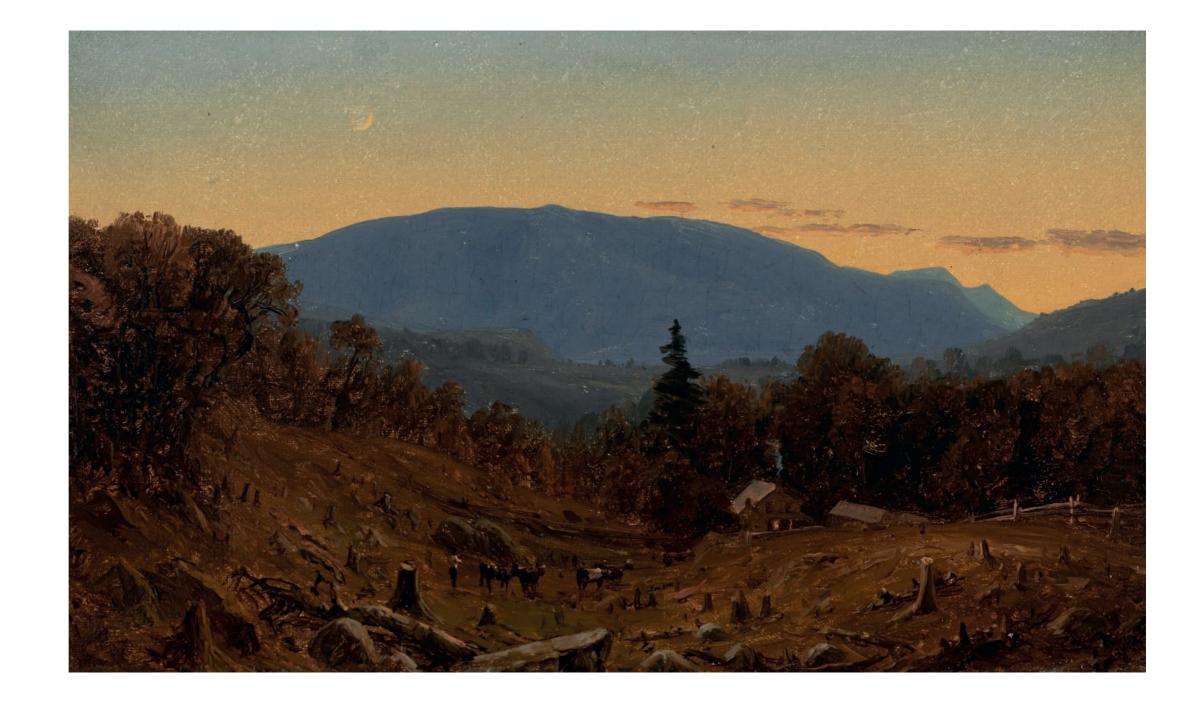
The artist. Thomas E. Kirby & Co., New York, 1881, lot 124. (Possibly) Richard Butler, friend of the artist, acquired from the above. Mrs. Robert Wilkinson, sister of the artist, Poughkeepsie, New York. Private collection, by descent. Leslie Hindman, Chicago, Illinois, 24 September 2012, lot 30, sold by the above. Thomas Colville Fine Art, Inc., New York, acquired from the above. Acquired by the present owner from the above.

## LITERATURE:

Memorial Catalogue of the Paintings of Sanford Robinson Gifford, N.A., 1881, p. 31, no. 406. I. Weiss, Sanford Robinson Gifford (1823-1880), Ph.D. dissertation, Columbia University, 1977, p. 244, fig. VII E8, illustrated.

I. Weiss, *Poetic Landscape: The Art and Experience of Sanford R. Gifford*, Newark, Delaware, 1987, p. 260. J.K. Howat, *American Paradise: The World of the Hudson River School*, exhibition catalogue, New York, 1987, pp. 229, 231.

A Study of Hunter Mountain at Twilight is one of two preparatory oil studies for the artist's celebrated Hunter Mountain, Twilight of 1866 in the collection of the Terra Foundation for American Art, Chicago, Illinois.



## 228 SANFORD ROBINSON GIFFORD (1823-1880)

## Lake Sunapee, New Hampshire

signed and dated 'S.R. Gifford. 1860.' (lower right) oil on canvas 12 x 23 in. (30.5 x 58.4 cm.) Painted in 1860.

## \$300,000-500,000

## **PROVENANCE:**

The artist. Samuel Hallet, acquired from the above, 1861. June Hallet Richdale Smoot, by descent. Estate of the above. Sale: Everything But the House, Cincinnati, Ohio, 8 December 2019, sold by the above. Acquired by the present owner from the above.

## LITERATURE:

A Memorial Catalogue of the Paintings of Sanford Robinson Gifford, N.A., New York, 1881, p. 23, no. 231 (as Lake Sinapee [sic]).

A letter from the recognized expert on the artist, Dr. Ila Weiss, accompanies this lot.

"Gifford loved the light. His finest impressions were those derived from the landscape when the air is charged with an effulgence of irruptive and glowing light."

-J. FERGUSON WEIR, 1880



LOT ESSAY

## 229 JOHN FREDERICK KENSETT (1816-1872)

## Study on Long Island Sound at Darien, Connecticut



oil on canvas 15½ x 27¾ in. (39.3 x 70.5 cm.) Painted in 1872.

## \$150,000-250,000

#### **PROVENANCE:**

Robert Carlin, Philadelphia, Pennsylvania. Kennedy Galleries, Inc., New York, 1969. Amon Carter Museum of American Art, Fort Worth, Texas, acquired from the above. Christie's, New York, 4 December 2003, lot 9, sold by the above. Acquired by the present owner from the above.

### EXHIBITED:

Shreveport, Louisiana, R.W. Norton Art Gallery, *The Hudson River School: American Landscape Paintings from 1821-1907*, October 14-November 25, 1973, no. 47. Austin, Texas, Laguna Gloria Art Museum, *American Landscape Painting: 1850-1900*, September 7-October 17, 1976. Tulsa, Oklahoma, Thomas Gilcrease Institute, *Between Friends*, July 18-September 19, 1982. New York, Whitney Museum of American Art, *Realism and Romanticism in 19th Century New England Seascapes*, September 15-November 29, 1989, no. 11. Waterbury, Connecticut, The Mattatuck Museum, *Images of Contentment: John Frederick Kensett and the Connecticut Shore*, September 15-November 18, 2001, no. 6.

### LITERATURE:

J.M. Bloomer, "The Hudson River School Exhibition," *American Art Review*, May-June 1974, p. 115, no. 4. A.Y. Smith, "John Frederick Kensett and the Connecticut Shore," *American Art Review*, September-October 2001, pp. 154-55, 159, no. 5. A.Y. Smith, "John Frederick Kensett and the Connecticut Shore," *Antiques and the Arts Weekly*, November 2, 2001, p. 68.

This painting was reviewed by Dr. John Driscoll for the John Frederick Kensett *catalogue raisonné.* 



## 230 THOMAS MORAN (1837-1926)

## The Grand Canal, Venice

signed with initials in monogram and dated 'TMoran./1903.' (lower right) oil on canvas 20 x 16 in. (50.8 x 40.6 cm.) Painted in 1903.

## \$70,000-100,000

#### **PROVENANCE:**

(i)

Parke-Bernet, New York, 28 February 1945, lot 193. Kennedy Galleries, Inc., New York, by 1967. Private collection, Palm Beach. Estate of the above. Sotheby's, New York, 23 September 1993, lot 37, sold by the above. Private collection, Paris. Roughton Galleries, Dallas, Texas, 1995. Acquired by the present owner from the above, 2017.

### LITERATURE:

Kennedy Galleries, Inc., *Kennedy Quarterly*, vol. 7, no. 4, December 1967, p. 274.

This work will be included in Phyllis Braff's, Stephen Good's and Melissa Webster Speidel's forthcoming *catalogue raisonné* of the artist's work. In May 1886 Thomas Moran traveled to Venice for the first time. A popular subject of interest and nostalgia in the late nineteenth century, Venice was certainly already a familiar place for Moran through the writings of Lord Byron and John Ruskin and depictions by J.M.W. Turner. Nonetheless, he was amazed by the splendor of the place, writing to his wife Mary, "Venice is all, and more, than travelers have reported of it. It is wonderful. I shall make no attempt at description..." (as quoted in N.K. Anderson, et al., *Thomas Moran*, New Haven, Connecticut, 1997, p. 122) Upon his return, Moran immediately set to work on studio oils, and, from that point forward, he submitted a Venetian scene almost every year he exhibited at the National Academy. "The subject became his 'best seller." (*Thomas Moran*, p. 123)

# "Venice is all, and more, than travelers have reported of it."

-THOMAS MORAN



## 231 WINSLOW HOMER (1836-1910)

## Boy with a Stick

signed and dated 'Homer/'79' (lower right) signed again with initials 'WH' (on the stump at center) pencil and gouache on paper 9 x 12 in. (22.9 x 30.5 cm.) Executed in 1879.

## \$70,000-100,000

### **PROVENANCE:**

(i)

Horace D. Chapin, Boston, Massachusetts. Margaret Chapin Osgood, Boston, Massachusetts, sister of the above, *circa* 1936. By descent to the present owner, 1957.

### EXHIBITED:

Boston, Massachusetts, Museum of Fine Arts, *Loan Exhibition of Paintings by Winslow Homer,* February 8-March 8, 1911. Portland, Maine, Portland Museum of Art, on extended loan.

#### LITERATURE:

W.H. Downes, *The Life and Works of Winslow Homer*, New York, 1911, p. 290.
L. Goodrich, A.B. Gerdts, *Record of Works by Winslow Homer: 1877 through 1881*, vol. III, New York, 2014, p. 226, no. 798, illustrated.





# PROPERTY FROM THE COLLECTION OF **DR. AND MRS. IRVING LEVITT**

hristie's is proud to present a selection of works from the collection of Dr. and Mrs. Irving Levitt. Assembled thoughtfully and deliberately for decades, the collection features works by masters of American 19th Century painting including Winslow Homer, Theodore Robinson and John Frederick Peto. Born and raised in Detroit, the Levitts raised their three children in Southfield, Michigan. Each graduated from the University of Michigan where the couple met—Dr. Levitt attended the University's medical school while Mrs. Levitt majored in education and subsequently taught for many years.

After being introduced to Lawrence and Barbara In a profile of their collection, Milton Esterow Fleischman of Kennedy Galleries in New York, Mrs. eloquently summarized the Levitts' collecting Levitt recalled: "In the beginning...I wasn't trained philosophy: "The Levitts are deeply interested in along those lines. But after a while I became as their paintings. They write to artists, to descendants enthusiastic as he was...his enthusiasm carried of artists, and to previous owners of their works him and he had a great deal of confidence in what to learn as much as they can about them...The Levitts represent what collecting should be. They he was doing." (as quoted in M. Esterow, "America Rediscovered: Dr. and Mrs. Irving Levitt," The buy because a painting or a sculpture gives them Collector in America, New York 1971, p. 236) As pleasure...Their philosophy is to select rather than their collection grew so did their interest in the to accumulate. If their collection is not one of the arts community, and the couple subsequently largest in private hands, it is certainly one of the became active in their hometown institution, the most distinguished." ("America Rediscovered: Dr. Detroit Institute of Arts. Dr. Levitt joined the and Mrs. Irving Levitt," The Collector in America, museum's collections committee in 1962 and New York 1971, pp. 234, 236)

opposite: Dr. and Mrs. Irving Levitt, photograph courtesy of the family. eventually became the founder and first president of the Institute's Friends of the American Wing. Likewise, Mrs. Levitt was among a dedicated group of volunteers who helped develop the museum's Kresge Court. At the invitation of Lawrence Fleischman, the Levitts temporarily moved to New York in 1971 so Dr. Levitt could work at Kennedy Galleries. In addition to work at the gallery, Dr. Levitt spent one night each week training pediatric residents at Bellevue Hospital. The couple returned to Bloomfield Hills, Michigan in 1977, where they shared their love of collecting among peers and scholars.

## 232 WINSLOW HOMER (1836-1910)

## Startled

( i )

bears inscription 'Winslow Homer/79' (lower left) watercolor, gouache and charcoal on paper 14 x 19¾ in. (35.6 x 50.2 cm.) Executed in 1878.

## \$600,000-800,000

## **PROVENANCE:**

Mrs. Kathryn Huber, Florida, (possibly) acquired from the artist. Newhouse Galleries, 1946. Mr. and Mrs. Lawrence A. Fleischman, Detroit, Michigan, *circa* 1955. Kennedy Galleries, Inc., *circa* 1960. Acquired by the late owners from the above, 1961.

## EXHIBITED:

(Possibly) New York, Kurtz Gallery, First Annual Exhibition of Original Black and White Drawings, Sketches and Etchings & c., February 1879, no. 233 (as Coney Island).
Milwaukee, Wisconsin, Milwaukee Art Institute, Masterpieces of 19th Century American Painting, March 1948.
Detroit, Michigan, Detroit Institute of Arts, Collection in Progress: Selections from the Lawrence and Barbara Fleischman Collection of American Art, September 29-October 30, 1955, p. 19, no. 17, illustrated.
Milwaukee, Wisconsin, Milwaukee Art Center, American Painting, 1760-1960: A Selection of 125 Paintings from the Collection of Mr. and Mrs. Lawrence A. Fleischman, Detroit, March 3-April 3,1960, p. 73, illustrated.

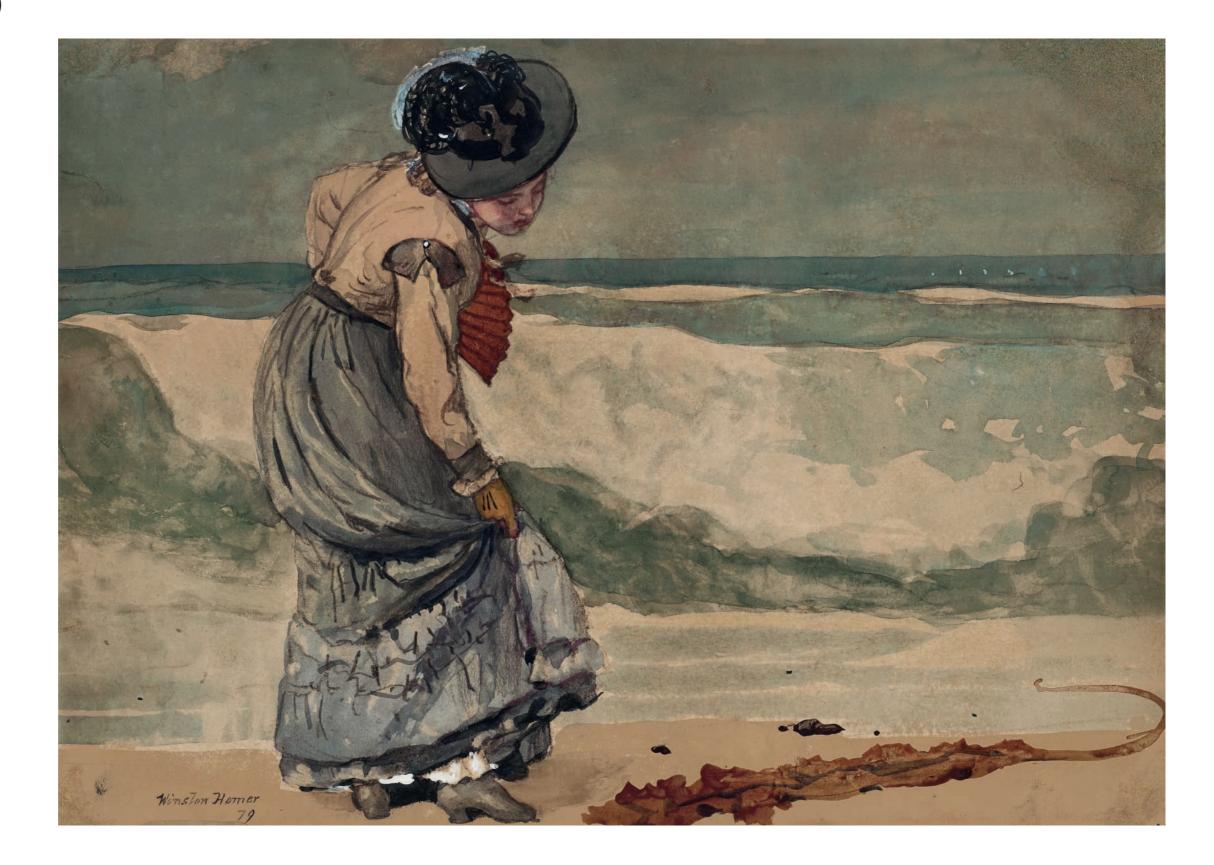
## LITERATURE:

(Possibly) "Fine Arts. The Black and White Exhibition of the Salmagundi Sketch Club," *New York Herald*, February 12, 1879, p. 6.

Milwaukee Art Institute, "Pictures on Exhibit" Vol. 10, No. 6, March 1948, p. 8, illustrated.

*The Kennedy Quarterly*, December 1960, vol. 2, no. 1, pp. 6-7, no. 8, illustrated.

L. Goodrich, A.B. Gerdts, *Record of Works by Winslow Homer: 1877 through 1881*, vol. III, New York, 2014, p. 105, no. 660, illustrated.







Winslow Homer, Startled, 1878, Philadelphia Museum of Art, Philadelphia, PA

bsorbing and intricate, Winslow Homer's Startled represents the artist at his peak, in his use of color, detail and perspective. Likely depicting Coney Island, New York, the present work portrays a young woman delighting in a simple moment walking along a beach, only to pause and delicately lift up her dress to avoid a mysterious form on the sand-likely a tangle of seaweed. Homer executes his central figure in her elaborate dress with great care, admiration and delicacy, making her the focal point within the seaside vista. The young lady's attractive dress, vibrant fan and elaborate hat accentuate her grace and beauty as she side steps the form on the sand. Contrary to the work's title, she seems confident and determined, not alarmed.

Homer's deliberate decision to magnify the central figure is rare for the artist, who often painted from more panoramic, bird's-eye vantage points. Indeed,

his decision to crop the scene and focus intently on his subject suggests the possible influence of photography. Homer was first exposed to the medium while working as an illustrator for Harper's Weekly during the Civil War. Frank Goodyear III writes, "During this formative period in his painting career, Homer came to learn that photography was a medium not to be used explicitly to replicate a particular subject, but rather to be a source from which he might draw ideas and learn certain lessons. It was to be studied and interacted with, but was not to serve as a substitute for other preparatory studies, especially drawing, a medium he relied upon to outline a painting's composition and to work out many of its details." ("A Good Thing When He Sees It: Winslow Homer, Photography, and the Art of Painting," Winslow Homer and the Camera, exhibition catalogue, New Haven, Connecticut, and London, 2018, p. 15)



PROPERTY FROM THE SAINT LOUIS ART MUSEUM, SOLD TO BENEFIT THE ACQUISITIONS FUND

## 233 JOHN SINGER SARGENT (1856-1925)

## Spanish Madonna and Child

oil on canvas

18¼ x 10¾ in. (46.4 x 27.3 cm.) Painted *circa* 1895.

## \$50,000-70,000

## **PROVENANCE:**

Sir Alec Martin, London, (probably) gift from the sisters of the artist, after 1925. Martin & Sewell, London, 1971. Joseph F. McCrindle, New York, 1972. Estate of the above. Gift to the present owner from the above, 2009.

## LITERATURE:

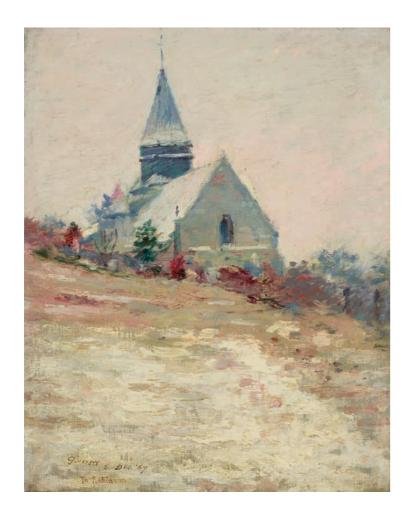
R. Ormond, E. Kilmurray, *John Singer Sargent: Figures and Landscapes, 1883-1899: The Complete Paintings*, vol. V, New Haven, Connecticut, 2010, pp. 283, 359, no. 980, illustrated.

The present work was likely inspired by a Romanesque or Gothic statuette seen during the artist's travels in southern Spain in July 1895.

"Sargent's architectural vision was highly particular and individual...He modeled architectural form in terms of light and dark, and the subtleties of his palette can conjure up an amazing range of luminous tints and shades from a balustrade or a stone wall."

-RICHARD ORMOND





PROPERTY FROM THE COLLECTION OF DR. AND MRS. IRVING LEVITT THEODORE ROBINSON (1852-1896) 234

# Giverny

signed and dated '8 Dec. '89/Th Robinson' and inscribed with title (lower left) oil on canvas 16 x 12<sup>3</sup>/<sub>4</sub> in. (40.6 x 32.4 cm.) Painted in 1889.

# \$20,000-30,000

# **PROVENANCE:**

The artist.

Hamline Robinson, brother of the above. Mrs. Francis J. Oakes, Brookline, Massachusetts, acquired from the above. Mrs. George Higgins, Boston, Massachusetts. Kennedy Galleries, Inc., New York. Acquired by the late owners from the above, 1966.

# EXHIBITED:

Brooklyn, New York, Brooklyn Museum of Art, Theodore Robinson, 1852-1896, November 12, 1946-January 5, 1947, p. 64, no. 87.

## LITERATURE:

J.I.H. Baur, Three Nineteenth Century American Painters: John Quidor, Eastman Johnson, Theodore Robinson, 1969, p. 64, no. 87.

In 1884, Theodore Robinson made France his permanent home, where he summered in Giverny and painted under the mentorship of Claude Monet.



# 235 ABBOTT FULLER GRAVES (1859-1936)

# From the Terrace

signed 'Abbott Graves' (lower right) oil on canvas 32 x 51¼ in. (81.3 x 130.2 cm.)

# \$50,000-70,000

### **PROVENANCE:**

(i)

Child's Gallery, Boston, Massachusetts. Sotheby's, New York, 4 December 1987, lot 211. Private collection, New York. Christie's, New York, 24 May 1995, lot 29, sold by the above. Acquired by the present owner from the above.

The present work was painted in Boston, with the dome of the Massachusetts State House visible in the distance.

(i)

PROPERTY FROM THE SAINT LOUIS ART MUSEUM, SOLD TO BENEFIT THE ACQUISITIONS FUND
 236 WILLIAM MCGREGOR PAXTON (1869-1941)

# The Front Parlor

signed and dated 'Paxton-1913.' (lower right) oil on canvas 27 x 22 in. (68.6 x 55.9 cm.) Painted in 1913.

# \$50,000-70,000

## **PROVENANCE:**

(4)

The artist. Estate of the above. Vose Galleries, Boston, Massachusetts. Cora E. Ludwig and Edward Mallinckrodt Sr., acquired from the above. Bequest to the present owner from the above, 1974.

## EXHIBITED:

Baltimore, Maryland, Peabody Institute, 5th Annual Exhibition of Contemporary American Art under the Auspices of the Charcoal Club, 1914. Boston, Massachusetts, Copley Gallery, 1914 Haverhill, Massachusetts, Bradford Academy, 1914. Lowell, Massachusetts, Lowell Art Association, Whistler House, 1914. Philadelphia, Pennsylvania, Art Club of Philadelphia, Annual Exhibition of Oils by Members, 1915-16. Philadelphia, Pennsylvania, The Rosenbach Company, Paintings by William McGregor Paxton, 1918, no. 2. Boston, Massachusetts, Museum of Fine Arts, William McGregor Paxton, N.A., 1941, p. 18, no. 15, illustrated. Boston, Massachusetts, Museum of Fine Arts, Exhibition of Paintings by the Late William McGregor Paxton, N.A., 1942, no. 10.

Boston, Massachusetts, Museum of Fine Arts, *The Guild* of Boston Artists, (1914-1942), 1942, no. 49. Maryhill, Washington, Maryhill Museum of Fine Arts, *William McGregor Paxton, N.A.*, 1946, illustrated. Boston, Massachusetts, St. Botolph Club, *Eleven Paintings by Paxton*, 1958, no. 2.

New York, Graham Gallery, *William Paxton*, 1967, no. 10, illustrated.

Boston, Massachusetts, Museum of Fine Arts, *Boston Painters*, 1971.

Indianapolis, Indiana, Indianapolis Museum of Art; El Paso, Texas, El Paso Museum of Art; Omaha, Nebraska, Joslyn Art Museum; Springfield, Massachusetts, Museum of Fine Arts, *William McGregor Paxton 1869-1941*, August 16, 1978-May 6, 1979, pp. 132-33, no. 32, illustrated.

Seattle, Washington, University of Washington, Henry Art Gallery, *American Impressionism*, January 3-March 2, 1980, no. 71.

Memphis, Tennessee, Dixon Gallery and Gardens; Youngstown, Ohio, Butler Institute of American Art, *William McGregor Paxton and Elizabeth Oakie Paxton: An Artistic Partnership*, April 28-November 10, 2019.

The artist's wife Elizabeth modeled for the present work, which was painted during the summer of 1913 in a Victorian house in Hyannis, Massachusetts. According to Charles Buckley, "*The Front Parlor*, which was painted in 1913, is one of the artist's best known works and it is fully characteristic of his mature style." ("The Front Parlor by William McGregor Paxton," *Saint Louis Art Museum Bulletin*, vol. 11, no. 6, p. 107)



# ADDITIONAL CATALOGUING

# 237 EDWARD HENRY POTTHAST (1857-1927)

# On the Beach

signed 'E Potthast' (lower right) oil on board 16 x 12 in. (40.6 x 50.5 cm.)

# \$50,000-70,000

# **PROVENANCE:**

(i)

Mr. and Mrs. J.C. Haefelin, Wynnewood, Pennsylvania. Sotheby's, New York, 24 May 1989, lot 134. Acquired by the present owner from the above.

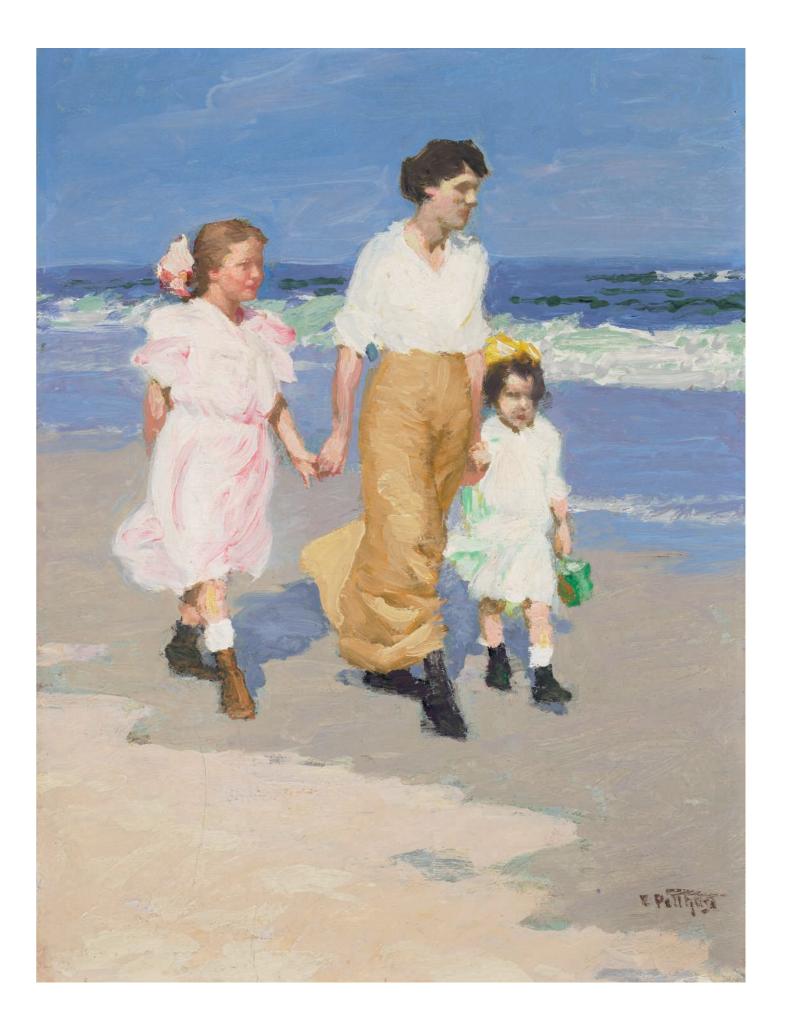
# EXHIBITED:

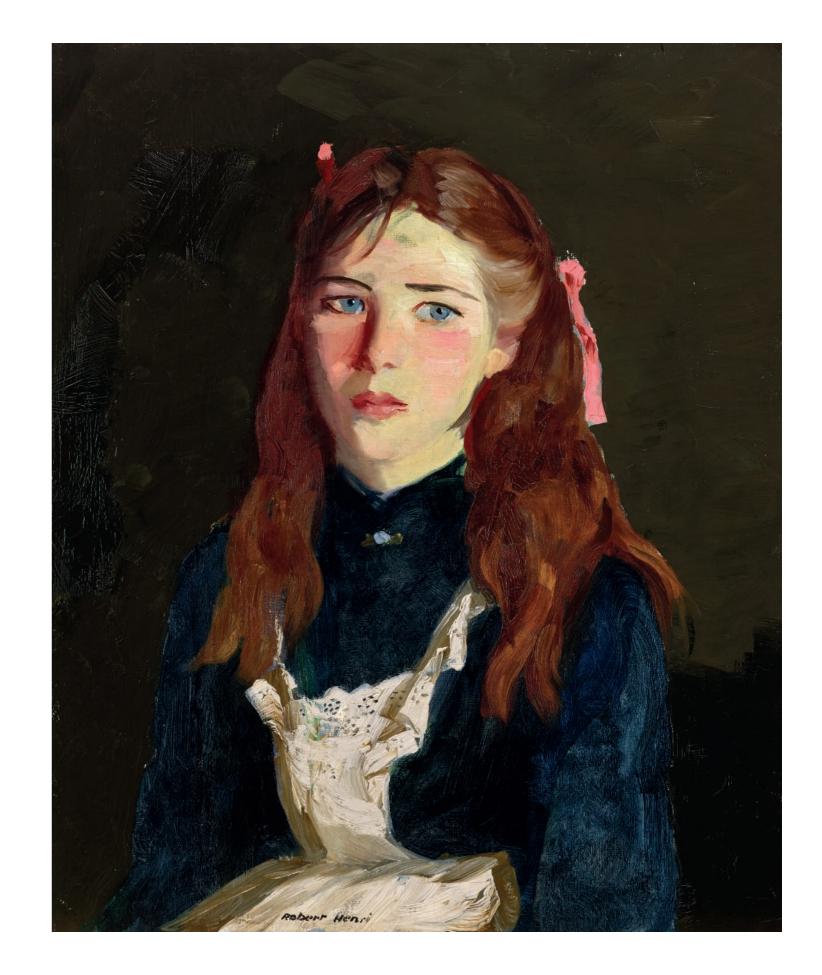
Evansville, Indiana, The Evansville Museum of Arts and Science, *The Art of Edward Henry Potthast,* March 16-April 13, 1975.

This work will be included in M. Ran's forthcoming *catalogue raisonné* of the artist's work.

"Potthast has found his greatest pleasure painting the happy groups which crowd the beaches near New York...He interprets the joy of folks on a care-free day."

–J.W. YOUNG, 1920





FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

238 ROBERT HENRI (1865-1929)

# Irish Lass

signed 'Robert Henri' (lower center)—signed again and inscribed with title and artist's record number (on the reverse)—inscribed with title and record number again (on the overlap and on a label affixed to the overlap) oil on canvas 24 x 20 in. (60.9 x 50.8 cm.) Painted in 1913.

# \$200,000-300,000

### **PROVENANCE:**

Berry-Hill Galleries, Inc., New York. Acquired by the present owner, *circa* 1995.

### EXHIBITED:

New York, MacDowell Club, November 1914. San Diego, California, *San Diego Panama-California Exposition*, 1915.

Los Angeles, California, Exposition Park, 1916. New York, Macbeth Gallery, 1919. New York, Berry-Hill Galleries, Inc., *Robert Henri* 

(1865-1929): Selected Paintings, June 11-July 18, 1986, p. 33, no. 21, illustrated.

Charlotte, North Carolina, Mint Museum Uptown at Levine Center for the Arts; Santa Fe, New Mexico, Georgia O'Keeffe Museum; Glen Falls, New York, The Hyde Collection, *From New York to Corrymore: Robert Henri and Ireland*, May 7, 2011-May 1, 2012, pp. 65-66, 142, no. 14, illustrated.

# *Irish Lass* is a "picture that I particularly like"

-ROBERT HENRI

### LITERATURE:

A. Anderson, "Art and Artists," *Los Angeles Sunday Times*, January 23, 1916, section III, p. 4. *The Touchstone*, vol. 5, no.1, New York, April 1919, pp. 4, 218. illustrated.

W. Yarrow, L. Bouche, *Robert Henri: His Life and Works with Forty Reproductions*, New York, 1921, pp. 9, 51, illustrated.

Literary Digest, vol. 102, August 3, 1929, p. 21, illustrated.

*Irish Lass* is among Robert Henri's best examples of his celebrated portraits of Irish children. Indeed, the artist described this work and another Irish portrait *Irish Lad* (1913, Private Collection) as "pictures that I particularly like and...have variety." (as quoted in *From New York to Corrymore: Robert Henri and Ireland,* exhibition catalogue, Charlotte, North Carolina, 2011, p. 65)

Valerie Leeds writes, "Irish Lass and Irish Lad are also among Henri's notable child portraits of that year. Both likenesses depict this new Irish type of child, innocent yet composed—qualities that reflected Henri's perspective on children and characteristics he found compelling about them as subjects: 'If one has a love of children as human beings, and realizes the greatness that is in them, no better subjects for painting can be found. The majority of people patronize children and look down on them rather than up to them...in reality it is the children that have not yet been buried under...conventions and details which burden most grownups.'" (From New York to Corrymore: Robert Henri and Ireland, p. 65) FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

# 239 GUY PÈNE DU BOIS (1884-1958)

# Sunday Walkers

signed and dated 'Guy Pène du Bois/36' (lower right) oil on canvas 24 x 20 in. (60.9 x 50.8 cm.) Painted in 1936.

# \$70,000-100,000

# **PROVENANCE:**

The artist. Estate of the above. Graham Gallery, New York. Private collection, Philadelphia, Pennsylvania. Sotheby's, New York, 27 May 1993, lot 85, sold by the above. Acquired by the present owner from the above.

# EXHIBITED:

New York, Graham Gallery, *Guy Pène Du Bois,* January 1970, no. 19, cover illustration. Boca Raton, Florida, Boca Raton Museum of Art, *Boca Raton Collects: The Modernist Spirit within Private Collections*, June 27-September 2, 2001.

# LITERATURE:

The Art Quarterly, vol. 32, New York, 1969, p. 352.

The present work likely depicts a scene at the Saratoga Race Track. The artist spent a great deal of time in the area ahead of his 1937 Treasury Relief Art Project commission for the Saratoga Springs, New York Post Office, for which he painted his monumentally scaled, two-panel work *Saratoga in Racing Season*. During the August 1936 racing season, the year the present work was painted, the famous underdog Sea Biscuit won the Saratoga Handicap. The couple depicted in the painting may be the artist's daughter Yvonne and her fiancé, Houghton Field Furlong.

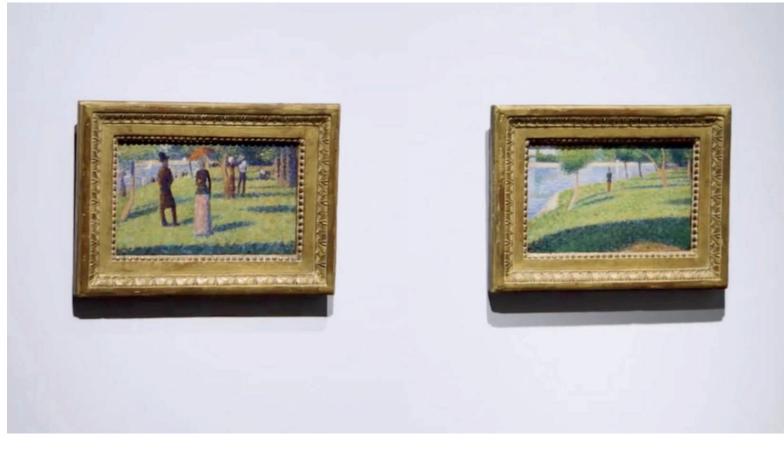


# PROPERTY FROM THE FAMILY OF **ROBERT TREAT PAINE II**

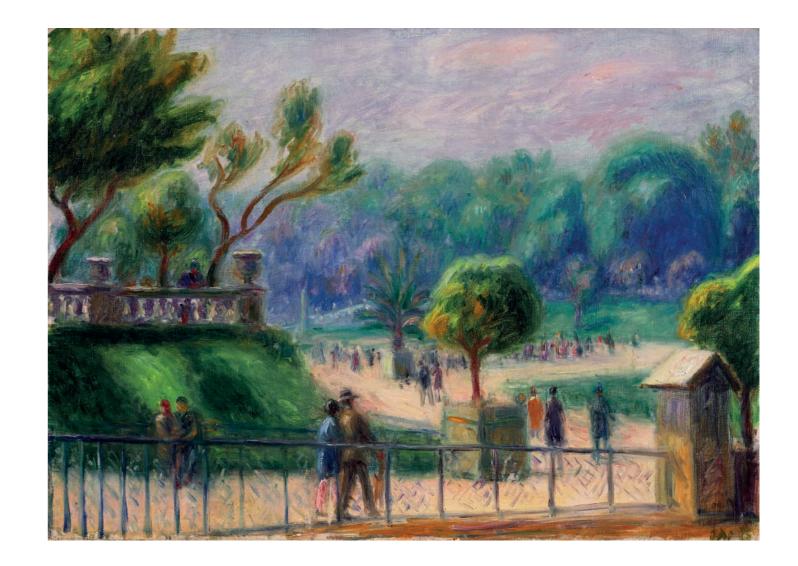
The Boston-based collector Robert Treat Paine II was a fierce intellectual renowned for his highly selective purchases that were best representatives of an artist's oeuvre. He was a descendant of Robert Treat Paine (1731-1814), a signatory of the Declaration of Independence, and nephew of the dynamic philanthropist and social reformer Robert Treat Paine Jr., after whom he was named. Robert Treat Paine II was an avid collector and true connoisseur of art,

acquiring a diverse array of masterpieces over the course of his life and gifting many to the Museum of Fine Arts, Boston. Christie's is honored to offer Property from the Family of Robert Treat Paine II across our 20/21 auctions this May, including two studies for Georges Seurat's masterwork A Sunday on La Grande Jatte as well as works by Henri-Edmond Cross, Alexander Calder, Jules Pascin, and William Glackens.

# LEARN MORE ABOUT THE COLLECTION



Georges Seurat, Paysage et personnages (La jupe rose) and Le Saint-Cyrien, 1884, To be offered at Christie's, New York, 20th Century Evening Sale, 13 May 2021, Lots 4B and 5B



# 240 WILLIAM JAMES GLACKENS (1870-1938)

# The Balustrade, Luxembourg Gardens

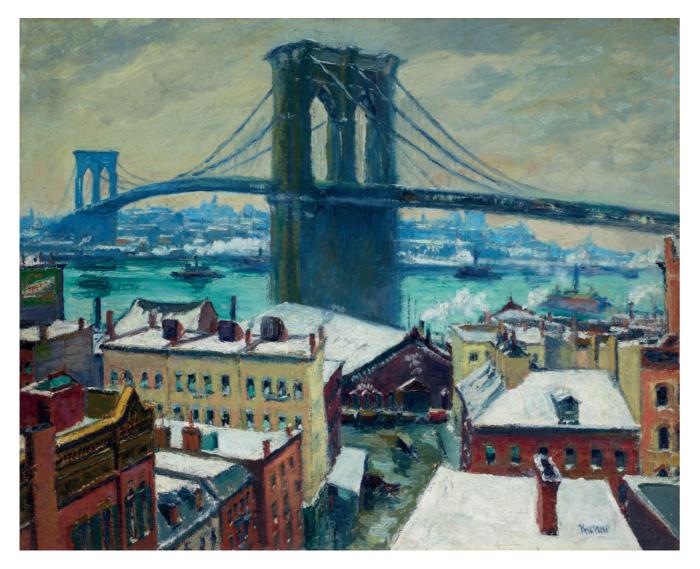
signed with initials 'WG' (lower right) oil on canvas 13¼ x 18½ in. (33.7 x 46.9 cm.) Painted in 1926.

# \$40,000-60,000

### **PROVENANCE:**

The artist. Estate of the above. Kraushaar Galleries, New York. Private collection, Philadelphia, Pennsylvania. Carlin Gallery, Philadelphia, Pennsylvania. Acquired by the late owner from the above.

Attracted to the pleasantries of life in the middle and upper classes, as opposed to most of his Ashcan contemporaries focusing on gritty urban subjects, William Glackens painted colorful scenes of leisure destinations, such as theaters, parks and public spaces. The present work depicts the Luxembourg Gardens in Paris.



FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

### MAX KUEHNE (1880-1968) 241

# Brooklyn Bridge

signed 'Kuehne' (lower right) oil on canvas 26 x 32¼ in. (66 x 81.9 cm.) Painted circa 1912.

(i)

# \$20,000-30,000

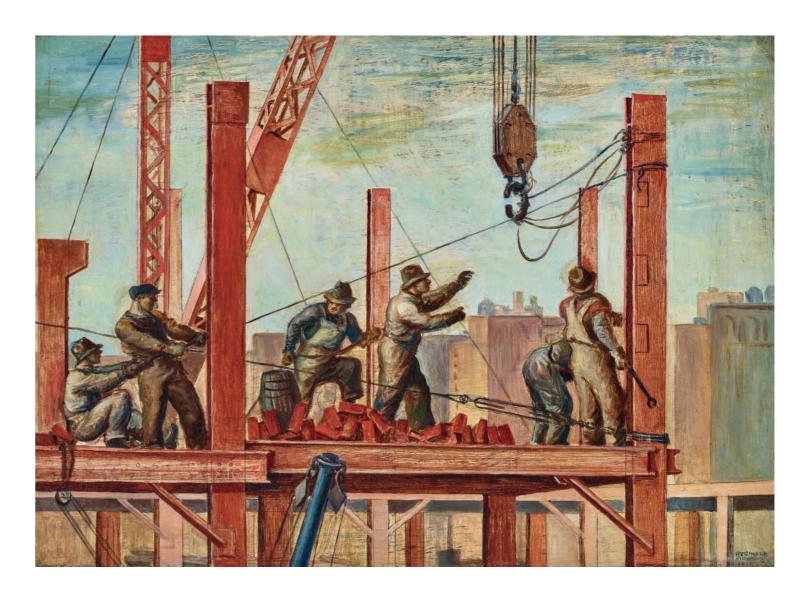
### **PROVENANCE:**

The artist. Estate of the above. Hirschl & Adler Galleries, Inc., New York. Mr. and Mrs. Frank Sinatra, Beverly Hills, California, acquired from the above, 1972.

Christie's, New York, 30 November 1995, lot S64, sold by the above. Acquired by the present owner from the above.

## EXHIBITED:

New York, Hirschl & Adler Galleries, Inc., The Early Paintings of Max Kuehne, October 24-November 11, 1972, no. 4, illustrated.



# 242 REGINALD MARSH (1898-1954)

# Iron Workers

(Ť)

signed and dated 'Reginald/Marsh/1923' (lower right) oil on canvas 18 x 25 in. (45.7 x 63.5 cm.) Painted in 1923.

The original owner of the present work, Jacob Burck, \$25,000-35,000 was a fellow artist who studied alongside Marsh at the Art Students League. Marsh and Burck also both **PROVENANCE:** worked as cartoonists for The New Masses. While The artist. Marsh was almost a decade older than Burck, the Jacob Burck, New York, friend of the above. two formed a lasting friendship and also exhibited By descent to the present owner. together, for example in a two-man show of drawings at the John Reed Club in 1932. Burck went on to a **EXHIBITED:** long career as an artist and Pulitzer Prize-winning New York, Whitney Studio Club and Galleries, n.d. editorial cartoonist.

The present work is a rare example from Reginald Marsh's early 1920s series of construction scenes, which capture Manhattan during a period of growth and prosperity.



### HARRIET WHITNEY FRISHMUTH (1880-1980) 243

# Peter Pan

inscribed 'HARRIET W FRISHMUTH ©' (on the base)—inscribed 'ROMAN BRONZE WORKS INC' and 'FINAL ED #8' (along the base) bronze with reddish-brown patina 19 in. (48.3 cm.) high; 26 in. (66 cm.) long Modeled in 1935-36; cast circa 1947-70.

# \$40,000-60,000

# **PROVENANCE:**

The artist. (Probably) Acquired by the present owner from the above, circa 1960s.

### LITERATURE:

Brookgreen Gardens, Sculpture By Harriet Whitney Frishmuth, Murrell's Inlet, South Carolina, 1937, n.p., another example illustrated.

"Harriet Whitney Frishmuth, American Sculptor," The Courier, vol. IX, no. 1, Syracuse, New York, 1971, p. 29, another example illustrated.

C.N. Aronson, Sculptured Hyacinths, New York, 1973, pp. 187-88, 191-92, 197, 202, another example illustrated.

J. Conner, L.R. Lehmbeck, T. Tolles, F.L. Hohmann

III, Captured Motion, The Sculpture of Harriet Whitney

Frishmuth: A Catalogue of Works, New York, 2006, pp. 85, 266-67, no. 1935:3, another example illustrated.

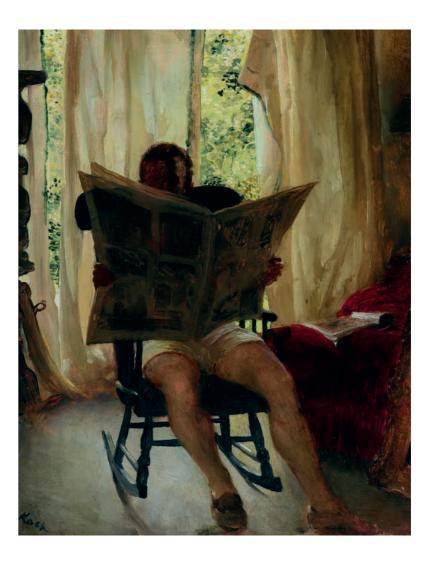
# FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION 244 JOHN KOCH (1909-1978)

# Red Shirt



signed 'Koch' (lower left) oil on board 10 x 8 in. (25.4 x 20.3 cm.) Painted in 1952.

# \$12,000-18,000



(i)

## **PROVENANCE:**

Kraushaar Galleries, New York. Private collection, acquired from the above. Gerold Wunderlich & Co., New York. Acquired by the present owner from the above, circa 1990s.

## **EXHIBITED:**

Detroit, Michigan, J.L. Hudson Gallery, 1953. Manchester, Vermont, Southern Vermont Arts Center, 1955.



PROPERTY FROM AN IMPORTANT NEW YORK COLLECTION

### GUY CARLETON WIGGINS (1883-1962) 245

# Blizzard on Fifth Avenue

signed 'Guy Wiggins NA' (lower left) signed again and inscribed with title (on the reverse) oil on canvas 16 x 20 in. (40.6 x 50.8 cm.)

# \$20,000-30,000

### **PROVENANCE:**

South Glastonbury Public Library, South Glastonbury, Connecticut, 1944. Christie's, New York, 12 January 1999, lot 104, sold by the above. Acquired by the late owner from the above.

The present work depicts the 5th Avenue facade of the New York Public Library between 40th and 42nd Streets.



# PROPERTY FROM AN IMPORTANT NEW YORK COLLECTION GUY CARLETON WIGGINS (1883-1962)

# 246

# Washington Square

signed 'Guy Wiggins' (lower right) signed again and inscribed with title (on the reverse) oil on canvas 16 x 20 in. (40.6 x 50.8 cm.)

# \$20,000-30,000

(i)

## **PROVENANCE:**

Philip B. Steer. Estate of the above. Sotheby's, New York, 15 March 2000, lot 179, sold by the above. Acquired by the late owner from the above.



### ANDREW WYETH (1917-2009) 247

# Farm Machine

signed 'Andrew Wyeth' (lower right) watercolor on paper 137/8 x 181/8 in. (35.2 x 46 cm.) Executed in 1956.

# \$25,000-35,000

## **PROVENANCE:**

The artist. M. Knoedler & Co., Inc., New York. Mr. and Mrs. William A. Worth, Greenville, Delaware, acquired from the above, 1957. By descent to the present owner.

This work will be included in Betsy James Wyeth's forthcoming catalogue raisonné of the artist's work.

The present work depicts machinery at the Talley Farm on Ridge Road in the artist's hometown of Chadds Ford, Pennsylvania.



# 248 ANDREW WYETH (1917-2009)

# Chester County Farm



signed 'Andrew Wyeth' (lower righ watercolor on paper sight, 21¼ x 29¼ in. (53.9 x 74.3 cr Executed in 1947.

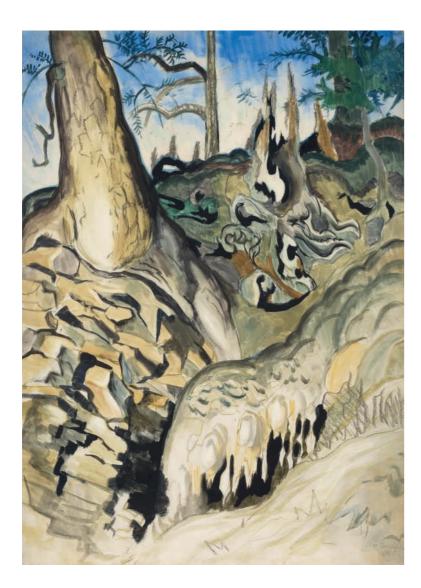
# \$60,000-80,000

## **PROVENANCE:**

The artist. Mr. and Mrs. William Worth, Greenvill acquired from the above. By descent to the present owner.

ht)	This work will be included in Betsy James Wyeth's forthcoming <i>catalogue raisonné</i> of the artist's work.
cm.)	
	The present work depicts at center Rebecca Glatts'
	house, which was across the Brandywine River from
	where the artist lived in Chadds Ford, Pennsylvania.
	Wyeth was drawn to the early architecture of her
	home and its three chimneys and painted it in another
lle, Delaware,	watercolor titled Rebecca Glatts House in 1944
	(Private Collection).

# ADDITIONAL CATALOGUING





PROPERTY FROM THE COLLECTION OF MRS. STANTON ARMOUR, LAKE FOREST, ILLINOIS CHARLES EPHRAIM BURCHFIELD (1893-1967) 249

# Rocks and Stumps

signed and dated 'Chas Burchfield/1918-' (lower right)—dated again 'April 14, 1918' and inscribed 'The Cave' (on the reverse) watercolor and charcoal on paper 24¾ x 17¾ in. (62.8 x 45.1 cm.) Executed in 1918.

# \$15,000-25,000

### **PROVENANCE:**

Kennedy Galleries, Inc., New York. Acquired by the present owner from the above.

We would like to thank Nancy Weekly, Burchfield Scholar at the Burchfield Penney Art Center, for her assistance with cataloguing this lot.

# ADDITIONAL CATALOGUING

### JOHN MARIN (1870-1953) 250

# Lake George Series



signed and dated 'Marin 28' (lower right) watercolor and charcoal on paper 14 x 18 in. (35.6 x 45.7 cm.) Executed in 1928.

# \$12,000-18,000

## **PROVENANCE:**

The Downtown Gallery, New York. Kennedy Galleries, Inc., New York. Private collection. Hollis Taggart Galleries, New York. Acquired by the present owner from the above, 2006.

(i)

### **EXHIBITED:**

New York, An American Place, John Marin: 50 New Water Colors, December 15, 1929-January 30, 1930, no. 41.

## LITERATURE:

S. Reich, John Marin: A Stylistic Analysis and Catalogue Raisonné, vol. II, Tucson, Arizona, 1970, p. 592, no. 28.30, illustrated.



ARTWORKS FROM THE COLLECTION OF THE MUSEUM OF CONTEMPORARY ART SAN DIEGO

# 251 ARTHUR DOVE (1880-1946)

# Sun Through Tree II

watercolor on paper 4¾ x 5¾ in. (12.1 x 16.7 cm.) Executed in 1934.

# \$10,000-15,000

## **PROVENANCE:**

An American Place, New York. The Downtown Gallery, New York. The Art Center in Ja Jolla, La Jolla, California. Private collection, San Diego, California, acquired from the above, 1961. Gift to the present owner from the above.

## EXHIBITED:

San Diego, California, Fine Arts Gallery of San Diego, *Out of Sight: Selections from San Diego Collections,* March 17-April 23, 1972. San Diego, California, San Diego Museum of Art, *Insight: Selections from San Diego Collections,* April 23-June 12, 1983.

## LITERATURE:

R.S. Harnsberger, *Four Artists of the Stieglitz Circle: A Sourcebook on Arthur Dove, Marsden Hartley, John Marin and Max Weber*, Westport, Connecticut, 2002, p. 77.

Executed in the same year as the present work, a very similar watercolor entitled *Sun Through Tree I* is in the collection of The Metropolitan Museum of Art, New York.



# 252 CHARLES DEMUTH (1883-1935)

# Zinnias

watercolor and pencil on paper 8½ x 10% in. (21.6 x 27.6 cm.) Executed *circa* 1915.

# \$50,000-70,000

# PROVENANCE:

Murdock Pemberton, New York. By descent to the present owner.

The original owner of the present work, Murdock Pemberton, was *The New Yorker's* first art critic. Pemberton immersed himself in the New York cultural scene and was a proponent of the Stieglitz Circle artists including Charles Demuth, Georgia O'Keeffe and Marsden Hartley.

# The Collection of Abby and George O'Neill

# 253 CHARLES DEMUTH (1883-1935)

# Houses

(i)

signed and dated 'C. Demuth- 1918-' (lower left) watercolor and pencil on paper 10 x 14 in. (25.4 x 35.6 cm.) Executed in 1918.

# \$60,000-80,000

# **PROVENANCE:**

Mrs. Dorothy Earle. C.W. Kraushaar Art Galleries, New York. Abby Aldrich Rockefeller, New York, acquired from the above, 1930. By descent to the late owners.

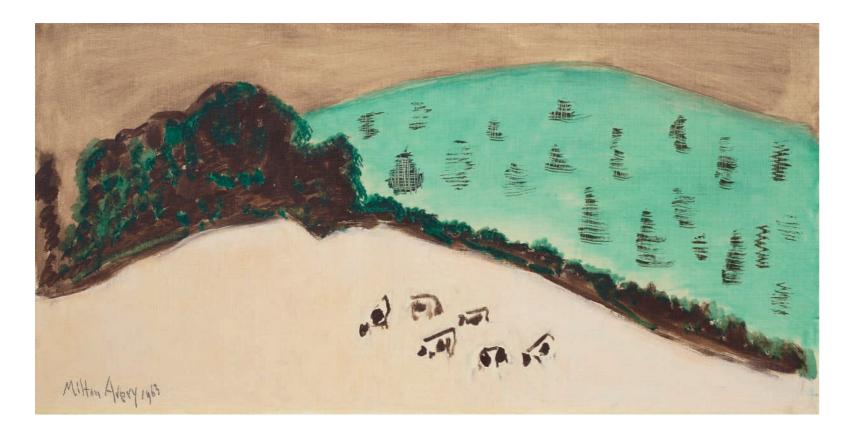
# EXHIBITED:

New York, Museum of Modern Art, *Summer Exhibition: Painting and Sculpture*, June 7-October 30, 1932.

During the late 1910s Charles Demuth painted a series of Cubist explorations of rooftops and trees that are direct precursors to his later Precisionist masterpieces, such as *My Egypt* (1927) and *Buildings, Lancaster* (1930), both in the Whitney Museum of American Art, New York. In *Houses*, Demuth uses delicate planes of watercolor to create a vivacious composition exploring color, form, light and texture.

Abby Aldrich Rockefeller purchased *Houses* in 1930 as part of her notable collection of Demuth watercolors, many of which she donated to the Museum of Modern Art in New York. Notable examples she gifted include *Stairs, Provincetown* (1920), *Acrobats* (1919), and *Corn and Peaches* (1929). She loaned the present work to a 1932 exhibition at MoMA, where it was shown alongside works by Pablo Picasso, Vincent Van Gogh, Henri Matisse and Paul Gauguin.





PROPERTY FROM THE COLLECTION OF JOSEPH L. PONCE AND ANNE G. PONCE

### MILTON AVERY (1885-1965) 254

# Bucolic Landscape

(i)

signed and dated 'Milton Avery 1963' (lower left) oil on canvasboard 14¾ x 30 in. (37.5 x 76.2 cm.) Painted in 1963.

\$60,000-80,000

## **PROVENANCE:**

Grace Borgenicht Gallery, New York. Thomas Gates, acquired from the above, 1968. Acquired by the late owners, circa 2000.



### MILTON AVERY (1885-1965) 255

# Family Outing



signed and dated 'Milton Avery/1945' (lower right) watercolor and charcoal on paper 22¼ x 30¾ in. (56.5 x 78.1 cm.) Executed in 1945.

# \$50,000-70,000

PROPERTY FROM THE COLLECTION OF JOSEPH L. PONCE AND ANNE G. PONCE

**PROVENANCE:** The artist. Estate of the above. Gump's Gallery, San Francisco, California. (Probably) Acquired by the late owners from the above, 1968.





### MILTON AVERY (1885-1965) 256

# Untitled (Reader)

signed and dated 'Milton Avery 1953' (lower right) oil on canvasboard 16 x 20 in. (40.6 x 50.8 cm.) Painted in 1953.

# \$50,000-70,000

# **PROVENANCE:**

Bella Fishko, New York, (possibly) acquired from the artist, circa 1963. Forum Gallery, Los Angeles, California. Acquired by the present owner from the above, 2002.

### MILTON AVERY (1885-1965) 257

# Artist at Work



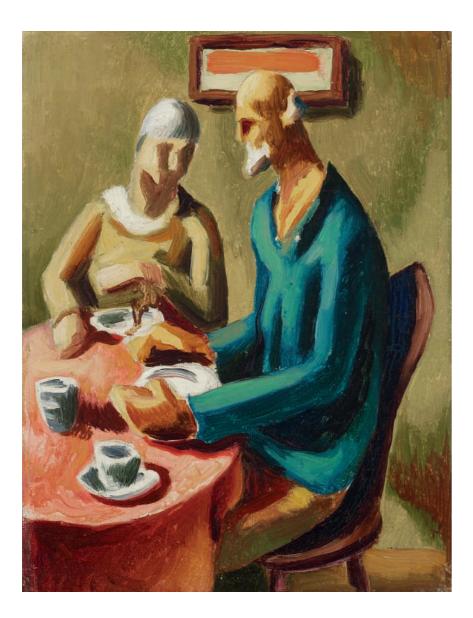
signed 'Milton/Avery' (lower right) gouache on paper 31 x 22% in. (78.7 x 56.8 cm.) Executed circa 1940.

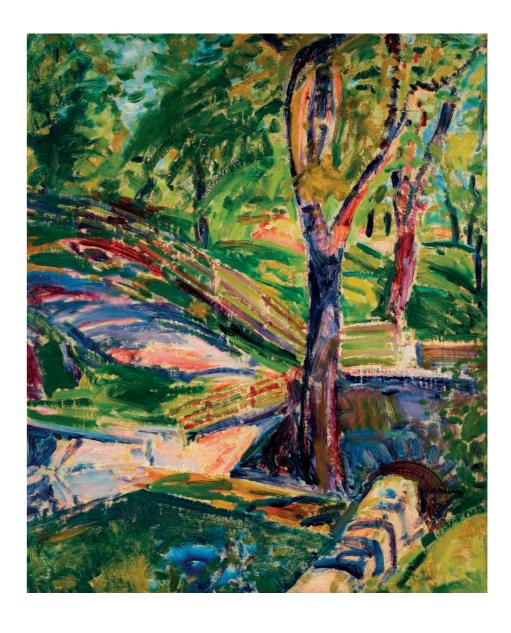
# \$20,000-30,000

(i)

## **PROVENANCE:**

The artist. Estate of the above. Makler Gallery, Philadelphia, Pennsylvania, acquired from the above, 1988. Acquired by the present owner from the above.





# 258 THOMAS HART BENTON (1889-1975)

# Study for 'The Lord is My Shepherd'

oil on canvas 8½ x 6% in. (21.6 x 16.8 cm.) Painted *circa* 1926.

# \$20,000-30,000

### **PROVENANCE:**

Richard Sternberg, Connecticut. Michael Rosenfeld Fine Arts, New York, 1988. Aaron Galleries, St. Louis, Missouri. Private collection, New York. Sotheby's, New York, 30 November 1989, lot 256. Linda Hyman Fine Arts, New York. The Forbes Magazine Collection, New York, acquired from the above, 1999. Christie's, New York, 29 November 2001, lot 129, sold by the above. Acquired by the present owner from the above.

# 259 ALFRED HENRY MAURER (1868-1932)

# Fenced Landscape



signed 'AH Maurer' (lower right) oil on gessoed board 21½ x 17% in. (54.6 x 45.4 cm.) Painted *circa* 1915-20.

# \$15,000-25,000

ADDITIONAL CATALOGUING

(i)

### **PROVENANCE:**

Private collection, New York. Christie's, New York, 15 June 2000, lot 254, sold by the above. Vance Jordan Fine Art, Inc., New York, acquired from the above. Acquired by the present owner from the above, 2003.



# 260 GERALD CASSIDY (1879-1934)

# The Rainbow, Desert View, Arizona

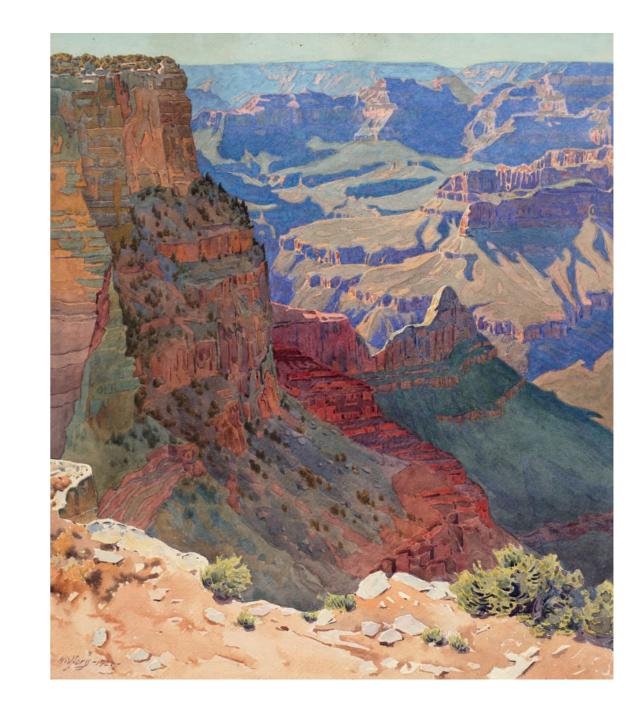
signed 'Gerald Cassidy' with artist's device (lower right)—signed again and inscribed with title (on the reverse) oil on canvas 20 x 20 in. (50.8 x 50.8 cm.)

\$15,000-25,000

(i)

# PROVENANCE:

The artist. Private collection, New Mexico, (probably) acquired from the above, *circa* 1930-34. By descent to the present owner.



# 261 GUNNAR MAURITZ WIDFORSS (1879-1934)

# Grand Canyon

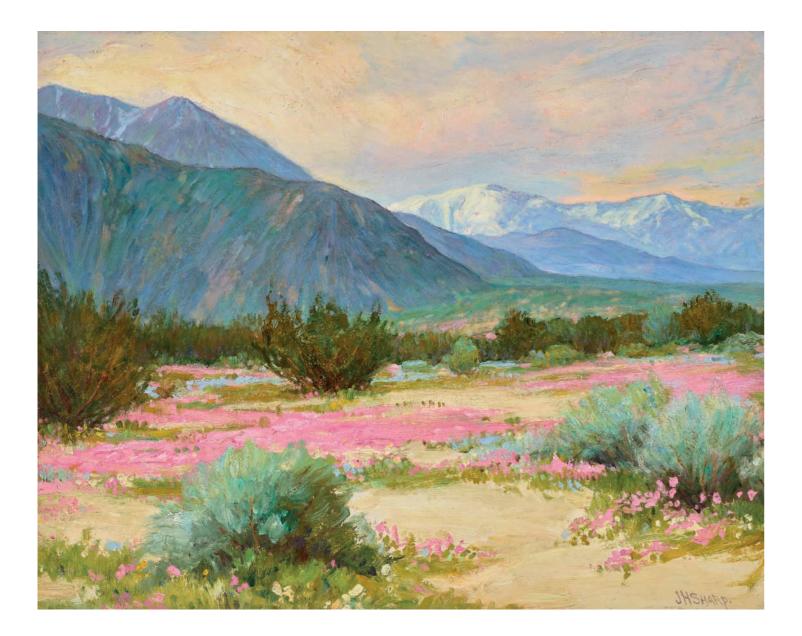
(i)

signed and dated 'Widforss -1924-' (lower left) watercolor on paper 20 x 17½ in. (50.8 x 44.5 cm.) Executed in 1924.

# \$7,000-10,000

### **PROVENANCE:**

Private collection, Topeka, Kansas, *circa* late 1920s. By descent to the present owner.



### JOSEPH HENRY SHARP (1859-1953) 262

# Spring, The Desert and Mt. San Jacinto at Palm Springs, California

# signed 'JH Sharp.' (lower right)—inscribed with title (on the reverse) oil on gessoed board 15<sup>3</sup>/<sub>4</sub> x 19<sup>3</sup>/<sub>4</sub> in. (40 x 50.2 cm.) Painted circa 1922.

# \$12,000-18,000

# **PROVENANCE:**

The artist. Clyde and Helene Jones, acquired from the above, 1938. Sotheby's, New York, 23 September 1993, lot 99, sold by the above. Acquired by the present owner from the above.

# LITERATURE:

(Possibly) F. Fenn, Teepee Smoke: A New Look into the Life and Work of Joseph Henry Sharp, Santa Fe, New Mexico, 1983, p. 321, no. 1193 (as Desert, Palm Springs, California).

### JOSEPH HENRY SHARP (1859-1953) 263

# Lorenzo Martinez (Ex-Governor of Taos)



signed and dated 'J.H. Sharp. 08.' (lower right) oil on canvasboard 14 x 10 in. (35.6 x 25.4 cm.) Painted in 1908.

# \$15,000-25,000

# **PROVENANCE:**

Private collection, Topeka, Kansas, circa 1920s. By descent to the present owner.



The present work likely depicts Standing Deer, a favorite model of the artist whom he painted in at least twenty works. Standing Deer was also known more commonly as Lorenzo Martinez and served two terms as the Governor of Taos. Sharp first visited Taos in 1893 and purchase a home there in 1908. The local Pueblo community would inspire a lifetime's work of portraits, genre scenes, landscapes and still lifes.



# PROPERTY OF A PRESTIGIOUS MIDWEST PRIVATE COLLECTION 264 VICTOR WILLIAM HIGGINS (1884-1949)

# Moorland Gorse and Bracken

signed 'Victor Higgins-' (lower right) oil on canvas 42¼ x 47 in. (107.3 x 119.4 cm.) Painted circa 1911-12.

# \$40,000-60,000

## **PROVENANCE:**

Municipal Art League of Chicago, Chicago, Illinois, 1915. Union League Club Civic and Arts Foundation, Chicago, Illinois.

Acquired by the present owner from the above, 1976.

# **EXHIBITED:**

Chicago, Illinois, Art Institute of Chicago, Nineteenth Annual Exhibition of Works by Artists of Chicago and Vicinity, March 2-31, 1915, no. 130. Notre Dame, Indiana, University of Notre Dame, University Art Gallery; Indianapolis, Indiana, Indianapolis Museum of Art, Victor Higgins: An Indiana Born Artist Working in Taos, New Mexico, October 26, 1975-March 30, 1976, p. 83, no. 3.

# LITERATURE:

Art Institute of Chicago, Annual Report, vol. 37, Chicago, Illinois, 1915, p. 68. M.Q. Burnet, Art and Artists of Indiana, New York, 1921, p. 376. D. Porter, Victor Higgins: An American Master, Layton, Utah, 1991, pp. 25, 27, 29, 47-48, no. 10, illustrated.



## PROPERTY FROM THE SAINT LOUIS ART MUSEUM, SOLD TO BENEFIT THE ACQUISITIONS FUND CHARLES FERDINAND WIMAR (1828-1862) 265

# The Brigand

signed 'C. Wimar' (lower left) oil on canvas 30 x 25 in. (76.2 x 63.5 cm.) Painted circa 1840-43.

# \$25,000-35,000

# **PROVENANCE:**

Karl Ludwig Wagner. Charles Anthony Wagner. Barton Wagner, Farmington, Missouri. Dr. Byron Mansfield Wagner and Jedonna Prince Wagner, Farmington, Missouri, by descent. Bequest to the present owner.

### **EXHIBITED:**

Saint Louis, Missouri, City Art Museum, Charles Wimar 1828-1862: Painter of the Indian Frontier, October 13-November 18, 1946, no. 1.

### LITERATURE:

Saint Louis Art Museum Bulletin, vol. 31, nos. 2-3, 1946, p. 34, no. 1. Amon Carter Museum, Carl Wimar: Chronicler of the Missouri River Frontier, exhibition catalogue, Fort Worth, Texas, 1991, p. 227.





FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

### ALBERT BIERSTADT (1830-1902) 266

# The Fishing Fleet

signed with conjoined initials and dated 'ABierstadt/1862' (lower left) oil on board 9¾ x 13¾ in. (24.7 x 34.9 cm.) Painted in 1862.

# \$40,000-60,000

# **PROVENANCE:**

Private collection, Swansea, Rhode Island. Christie's, New York, 30 May 1986, lot 9, sold by the above. Private collection, Washington, D.C., acquired from the above. Christie's, New York, 16 March 1994, lot 10, sold by the above. Acquired by the present owner from the above.

We would like to thank Melissa Webster Speidel, President of the Bierstadt Foundation and Director of the Albert Bierstadt catalogue raisonné project, for her assistance in the cataloguing of this lot.

### THOMAS MORAN (1837-1926) 267

# Near East Hampton, Long Island

signed with initials in monogram and dated (Ť) 'TMoran./-94.' (lower right) oil on canvas 12 x 20 in. (30.5 x 50.8 cm.)

Painted in 1894.

# \$30,000-50,000

## **PROVENANCE:**

Mr. and Mrs. John W. Gilliland, Tulsa, Oklahoma, circa 1900-10. Ruth G. Hardman, Tulsa, Oklahoma, by descent. Estate of the above. Sotheby's, New York, 19 May 2004, lot 68, sold by the above. Acquired by the present owner from the above.

This work will be included in Phyllis Braff's, Stephen Good's and Melissa Webster Speidel's forthcoming catalogue raisonné of the artist's work.

# 268 ALFRED THOMPSON BRICHER (1837-1908)

# Two Ladies in a Rowboat

signed with conjoined initials 'ATBricher' (lower right) oil on canvas 38 x 28 in. (96.5 x 71.1 cm.)

# \$100,000-150,000

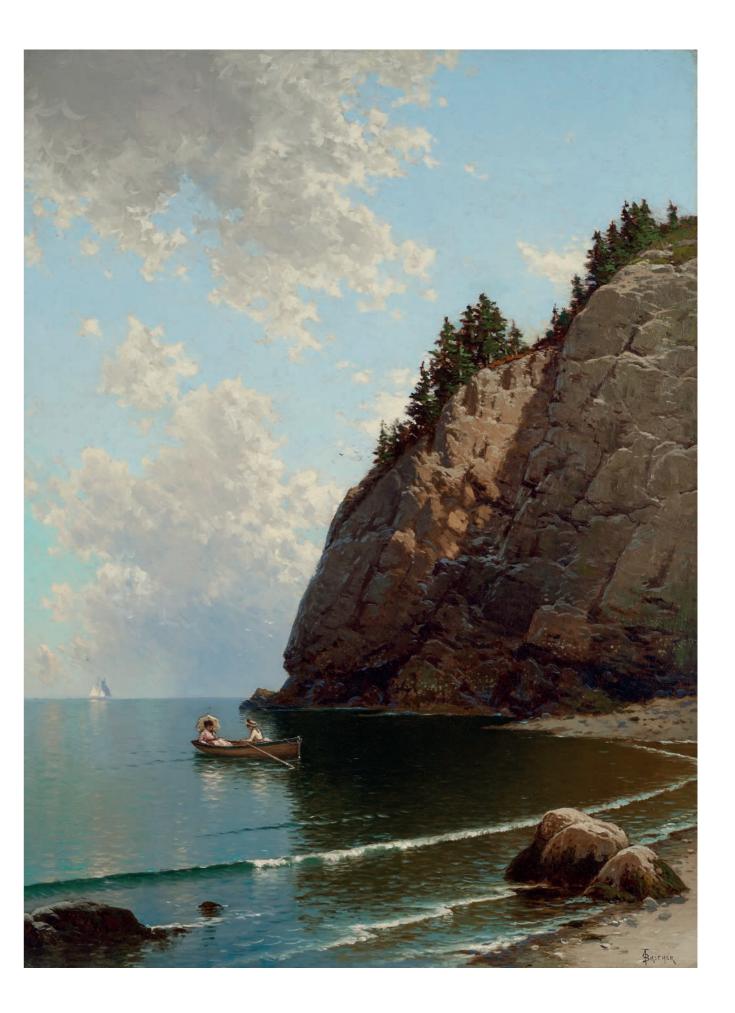
(i)

# **PROVENANCE:**

Private collection, Chicago, Illinois and New York, *circa* 1950.Private collection, by descent.Christie's, New York, 18 May 2011, lot 27, sold by the above.Acquired by the present owner from the above.

Bricher "was fascinated by the dialogue between patterns of clouds and shafts of light...He knew the coast intimately in all its moods."

-A CONTEMPORARY CRITIC



# 269 MARTIN JOHNSON HEADE (1819-1904)

# Sunset at Point Judith Light

signed and dated 'MJ Heade - 69' (lower left) oil on canvas 151/s x 29 in. (38.4 x 73.6 cm.) Painted in 1869.

# \$150,000-250,000

### **PROVENANCE:**

A. Emil Prinz, New York, by 1919. By descent to the present owner.

This painting will be included in the forthcoming supplement to Theodore E. Stebbins, Jr.'s *catalogue raisonné* of the artist's work.

A recent discovery, *Sunset at Point Judith Light* has been described by Heade scholar Dr. Theodore E. Stebbins, Jr. as "an important addition to Heade's *oeuvre*" and is a rare and striking example of the artist's marine pictures. Known primarily for his sublime images of marshlands and meadows, Martin Johnson Heade experimented with various subjects throughout his career, including still lifes, wildlife and, as in the case of the present work, marine and coastal scenes. Heade's seascapes reflect the artist's focus on atmosphere and the dramatic effects of light, especially the vivid color experienced at sunset, as seen in *Sunset at Point Judith Light*.

Dr. Stebbins writes, "Heade spent the summer of 1869 painting around Narragansett Bay...The distinctive octagonal granite Point Judith, R.I., lighthouse with its adjacent buildings are seen

on a promontory in the right middle-ground, while in the foreground one sees two men pulling their sloop, with its sail down, up on the beach at what appears to be high tide. The large scale of the figures and the detailed architecture are unusual features for Heade... The sun's pink light is effectively reflected in the waves as they wash up to shore..." (unpublished letter, February 4, 2021) The glowing sky reflected in the calmly lapping sea is exemplary of the artist's distinctive Luminist technique and the painting itself serves as a unique and stunning example of Heade's marine pictures.

The original owner of the present work, A. Emil Prinz (1851-1919) was a prominent art dealer, frame maker and artist in Brooklyn, New York at the turn of the twentieth century. A painter of pastoral landscapes, Prinz exhibited his work at the National Academy in 1896 among Heade's contemporaries, including George Inness, Edward Moran and Samuel Coleman.



PROPERTY OF A WEST COAST INSTITUTION, SOLD TO BENEFIT ITS ART ACQUISITION FUNDS

# 270 JASPER FRANCIS CROPSEY (1823-1900)

# October

signed and dated 'J.F. Cropsey/1887' (lower left) oil on canvas 32 x 46½ in. (81.3 x 118 cm.) Painted in 1887.

# \$80,000-120,000

## **PROVENANCE:**

Dr. T. Edward and Tullah Hanley, Bradford, Pennsylvania, by 1969. Gift to the present owner from the above.

## EXHIBITED:

New York, National Academy of Design, *Sixty-Second Annual Exhibition at the National Academy of Design*, April 4-May 14, 1887, p. 85, no. 448, illustrated.

Buffalo, New York, Canisius College, *Works from the Hanley Collection at Canisius College,* November 23-December 23, 1969, p. 4, no. 9, illustrated.

San Francisco, California, M.H. de Young Memorial Museum; San Francisco, California, California Palace of the Legion of Honor, *The Dr. T. Edward and Tullah Hanley Memorial Collection*, October 21-December 6, 1970, p. 13, no. 8. San Francisco, California, M.H. de Young Memorial Museum; San Francisco, California, California Palace of the Legion of Honor, *Three Centuries of American Painting*, December 19-February 7, 1971, p. 109, no. 124.

# LITERATURE:

"Pictures at the Academy," *New York Times*, April 10, 1887, p. 6. "Music and Art," *Christian Union*, vol. 35, April 14, 1887, p. 26. "Art Notes," *The Critic*, n.s. 7, April 16, 1887, p. 183. "The Academy of Design," *New York Evening Post*, April 1, 1887, p. 1.

M. Naylor, *The National Academy of Design Exhibition Record 1861-1900*, vol. 1, New York, 1973, p. 204, no. 448.
W.S. Talbot, *Jasper F. Cropsey, 1823-1900*, PhD dissertation, New York, 1977, pp. 245, 470, no. 222, fig. 218, illustrated.
A.M. Speiser, ed., *Jasper Francis Cropsey, Catalogue Raisonné: Works in Oil, Volume Three, 1885-1900*, Hastings-on-Hudson, New York, 2019, pp. 41-42, no. 1924, illustrated.



PROPERTY OF A PRESTIGIOUS MIDWEST PRIVATE COLLECTION

# **271** GEORGE INNESS (1825-1894)

*Picnic in the Woods, Montclair, New Jersey* 

signed and dated 'G Inness 1894' (lower center) oil on canvas laid down on masonite 30¼ x 45¼ in. (76.2 x 115 cm.) Painted in 1894.

# \$100,000-150,000

## **PROVENANCE:**

(i)

The artist. Estate of the above. Fifth Avenue Art Galleries, New York, *Executor's Sale of Paintings by the Late George Inness, N.A.*, 12-14 February 1895, lot 177, sold by the above. W. Scott Thurber, Chicago, Illinois, acquired from the above. Acquired by the present owner, 1899.

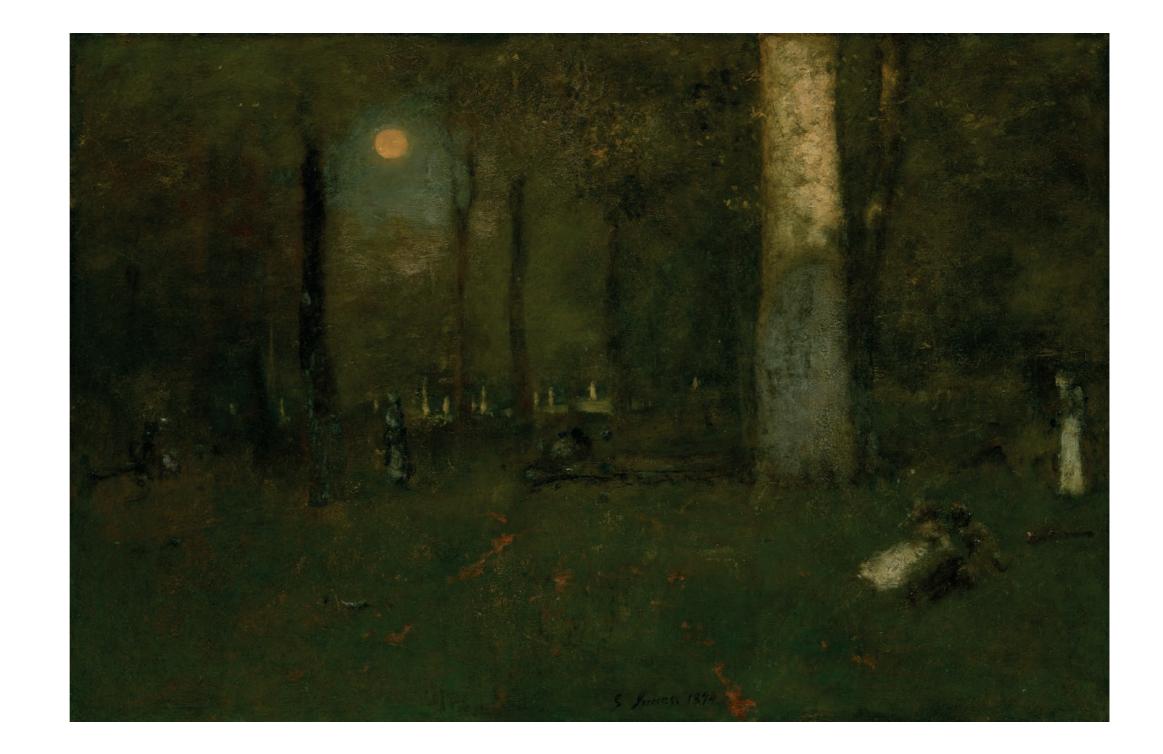
## EXHIBITED:

New York, American Fine Arts Society, *Exhibition of the Paintings Left by the Late George Inness*, December 27, 1894, no. 23.

Chicago, Illinois, Art Institute of Chicago, *20th Annual Exhibition of Oil Paintings and Sculpture by American Artists*, 1907, no. 192 (as *Picnic in the Woods*). Chicago, Illinois and Kansas City, Missouri, Findlay Galleries, *George Inness*, *N.A.*, 1936, no. 30.

## LITERATURE:

Montezuma, "My Notebook: The Inness Paintings," *The Art Amateur*, vol. 32, no. 3, February 1895, p. 78.
L. Ireland, *The Works of George Inness: An Illustrated Catalogue Raisonné*, Austin, Texas, 1965, p. 405, no. 1535.
M. Quick, *George Inness: A Catalogue Raisonné*, vol. 2, New Brunswick, New Jersey, 2007, pp. 434-35, no. 1141, illustrated.



PROPERTY OF A PRESTIGIOUS MIDWEST PRIVATE COLLECTION **272** EASTMAN JOHNSON (1824-1906)

# Alexander Hamilton

signed, dated and inscribed '1890/ E. Johnson-/after/Trumbull/1792' (lower left) oil on canvas 26½ x 22 in. (67.3 x 55.9 cm.) Painted in 1890.

# \$100,000-150,000

**PROVENANCE:** Acquired by the present owner, 1895.

### LITERATURE:

J.I.H. Baur, *An American Genre Painter: Eastman Johnson, 1824-1906*, exhibition catalogue, New York, 1940, p. 68, no. 193 (as *Alexander Hamilton (after Trumbull)*).

This work will be included in the forthcoming *catalogue raisonné* of the artist's work being compiled by Dr. Patricia Hills.

The present work was painted by celebrated American genre painter Eastman Johnson after a renowned portrait of Alexander Hamilton painted from life by John Trumbull, examples of which are in the collections of the Metropolitan Museum of Art, New York, and the National Gallery of Art, Washington, D.C. The original portrait was commissioned from Trumbull by a committee for the New York Chamber of Commerce, who wished to hang the composition in their headquarters to express their appreciation and admiration for Hamilton. Hamilton was happy to sit for the portrait, but requested that he be rendered more as a common citizen, rather than with any connection to his political history. As such, he appeared in Trumbull's composition, as he does in the present work, in costume more appropriate for a successful businessman of the

eighteenth century rather than of one of America's most important founding fathers.

Johnson also completed a portrait drawing of Mrs. Alexander Hamilton, drawn from life, in addition to drawings of President John Quincey Adams (National Portrait Gallery, Washington, D.C.), First Lady Dolley Madison (Fogg Art Museum, Harvard University, Cambridge, Massachusetts) and statesman Daniel Webster (National Portrait Gallery). Other notable figures rendered in oil by Johnson include President Grover Cleveland (The White House Collection, Washington, D.C.), President Benjamin Harrison (The White House Collection), financier John D. Rockefeller (Private Collection) and railroad magnate Jay Gould (National Portrait Gallery), among others.







FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION

### SAMUEL S. CARR (1837-1908) 273

# Westward Ho for New York

signed 'S.S. Carr' (lower left) oil on canvas 10 x 14 in. (25.4 x 35.6 cm.)

# \$20,000-30,000

### **PROVENANCE:**

Sotheby's, New York, 2 December 1993, lot 17. Acquired by the present owner from the above.

Samuel S. Carr emigrated from England to the United States via New York in 1863, and it is possible that the present work depicts the start of the artist's journey with his sister and her children.



# The Two Musicians

signed and dated 'J.G. Brown./1874.' (lower right) oil on canvas 18 x 14 in. (45.7 x 35.6 cm.) Painted in 1874.

# \$20,000-30,000

### **PROVENANCE:**

Chapellier Galleries, New York. Sotheby's, New York, 23 September 1993, lot 7. Acquired by the present owner from the above.

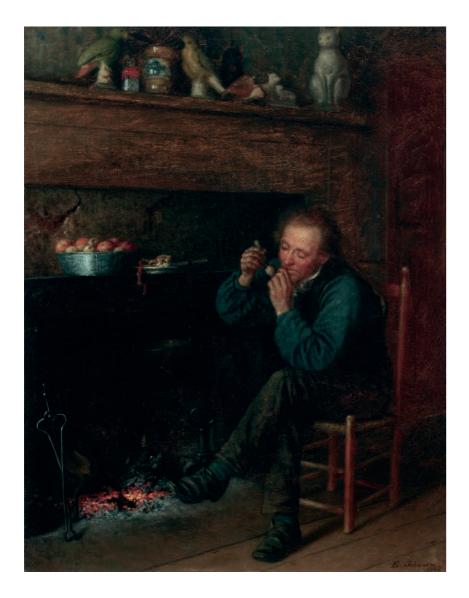


FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION 274 JOHN GEORGE BROWN (1831-1913)

### LITERATURE:

M. Hoppin, "The 'Little White Slaves' of New York: Paintings of Child Street Musicians by J.G. Brown," The American Art Journal, vol. XXVI, nos. 1 and 2, 1996, p. 8, illustrated. M. Hoppin, The World of J.G. Brown, Chesterfield, Massachusetts, 2010, pp. 135-36, illustrated.

We would like to thank Martha Hoppin for her assistance with cataloguing this lot.



FRAMING THE FIGURE: PROPERTY FROM AN IMPORTANT PRIVATE COLLECTION EASTMAN JOHNSON (1824-1906) 275

# Study from Life Down East

signed and dated 'E Johnson/1860' (lower right) oil on canvas 24 x 20 in. (60.9 x 50.8 cm.) Painted in 1860.

# \$25,000-35,000

## **PROVENANCE:**

Young Men's Association, Troy, New York, by 1861. Private collection, Troy, New York. Vose Galleries, Boston, Massachusetts, acquired from the above, 1970.

Kenneth Lux, Hamilton Gallery, New York, acquired from the above, 1970. John G. Hagan, Wellesley, Massachusetts. Acquired by the present owner from the above, circa 1993-95.

# EXHIBITED:

Troy, New York, Young Men's Association, February 1, 1861, no. 1. (Probably) Troy, New York, Young Men's Association, 1862, no. 1 (as Down East).

## LITERATURE:

T.A. Carbone, P. Hills, Eastman Johnson: Painting America, exhibition catalogue, New York, 1999, p. 260.



# PROPERTY FROM THE COLLECTION OF DR. AND MRS. IRVING LEVITT THOMAS POLLOCK ANSHUTZ (1851-1912) 276

# Portrait of a Philadelphia Gentleman

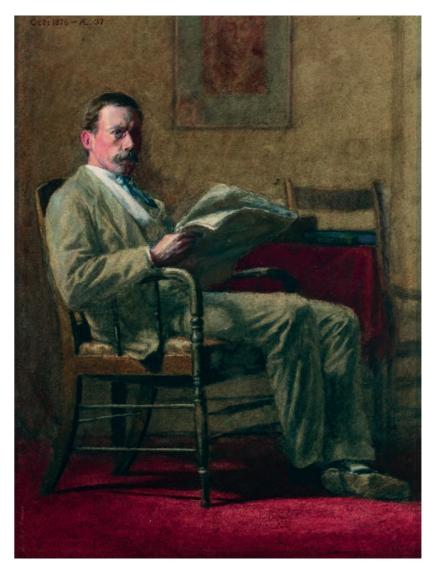


dated and inscribed 'Oct: 1876 Æ. 37' (upper left)

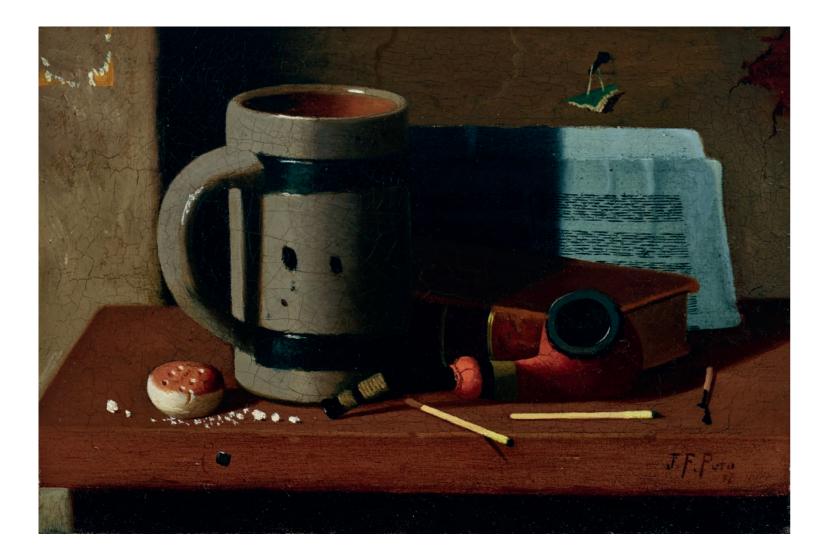
watercolor and gouache on paperboard image, 12¼ x 9¼ in. (31.1 x 23.5 cm.); overall, 14% x 10% in. (36.5 x 26.9 cm.) Executed in 1876.

# \$6,000-8,000

The inscription reading 'Æ. 37' refers to the age of the sitter being 37 years old in October of 1867. The sitter may be Dr. Gilbert Lafayette Parker, who also sat for a portrait by Thomas Eakins later in his life.



(i)



PROPERTY FROM THE COLLECTION OF DR. AND MRS. IRVING LEVITT

### JOHN FREDERICK PETO (1854-1907) 277

# Tankard, Pipe, Matches and Biscuit

signed and dated 'J.F. Peto/87' (lower right) oil on canvas 6¼ x 9¼ in. (15.9 x 23.5 cm.) Painted in 1887.

# \$12,000-18,000

## **PROVENANCE:**

Windsor Galleries. Hirschl & Adler Galleries, Inc., New York, acquired from the above. Acquired by the late owner from the above, 1958.

# EXHIBITED:

Indianapolis, Indiana, John Herron Art Museum, Romantic America, 1961, no. 31. Detroit, Michigan, Detroit Institute of Arts, American Paintings and Drawings from Michigan Collections, 1962. La Jolla, California, La Jolla Museum of Art, The Reminiscent Object, July 11-September 19, 1965, p. 4.

# LITERATURE:

J. Lipman, The Collector in America, Ann Arbor, Michigan, 1970, p. 241.

# PROPERTY FROM THE COLLECTION OF DR. AND MRS. IRVING LEVITT

# Roses in a Chinese Vase

signed and dated 'Geo. C. Lambdin 1872.' (lower left) oil on canvas 16 x 12 in. (40.6 x 30.5 cm.) Painted in 1872.

# \$7,000-10,000

(i)



278 GEORGE COCHRAN LAMBDIN (1830-1896)

## **PROVENANCE:**

Kennedy Galleries, Inc., New York. Acquired by the late owner from the above, 1972.

# PROPERTY OF A WEST COAST INSTITUTION, SOLD TO BENEFIT ITS ART ACQUISITION FUNDS 279 ASHER BROWN DURAND (1796-1886)

# Luman Reed

oil on canvas laid down on masonite 30½ x 25½ in. (77.5 x 64.8 cm.) Painted *circa* 1836.

# \$6,000-8,000

## **PROVENANCE:**

The family of the sitter. Private collection, Hopewell, New Jersey, by descent, 1937. Scott & Fowles, New York, *circa* 1940. Lawrence and Barbara Fleischman, Detroit, Michigan, by 1964. Kennedy Galleries, Inc., New York, 1966. Mr. and Mrs. John D. Rockefeller III, New York, acquired from the above, 1967.

Gift to the present owner from the above, 1979.

# EXHIBITED:

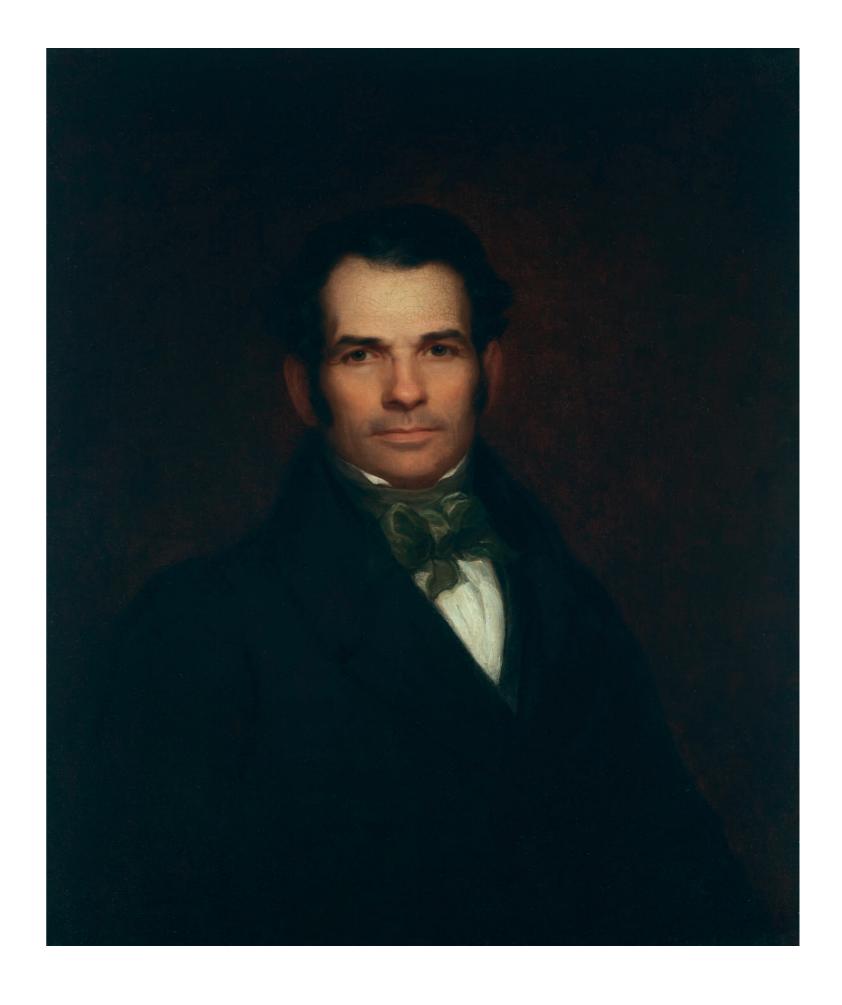
Tucson, Arizona, University of Arizona, University Art Gallery, American Painting 1765-1963: Selections from the Lawrence A. and Barbara Fleischman Collection of American Art, February 1-March 29, 1964. San Francisco, California, The Fine Arts Museums of San Francisco; New York, Whitney Museum of American Art, American Art from the Collection of Mr. and Mrs. John D. Rockefeller 3rd, April 17-November 7, 1976, pp. 94-95, no. 35, illustrated.

San Francisco, California, The Fine Arts Museums of San Francisco, *The Rockefeller Collection of American Art at The Fine Arts Museums of San Francisco*, June 25-November 13, 1994, pp. 108-110, no. 34, illustrated.

### LITERATURE:

F. Baekeland, "Collectors of American Painting, 1813 to 1913," *American Art Review*, vol. 3, no. 6, November-December 1976, p. 124, illustrated. N. Cikovsky, Jr., *America: The New World in 19th-Century Painting*, Ann Arbor, Michigan, 1999, p. 196.

New York dry goods merchant and well-known art patron Luman Reed played a critical role in the careers of Hudson River School masters Thomas Cole and Asher B. Durand. He was instrumental in steering Durand away from engraving and towards painting and, in the 1830s, commissioned the artist to paint a series of all seven American presidents. In addition to the present example, there are four known portraits of Luman Reed by Durand. The first was painted in 1835 for Reed's business partner Jonathan Sturges, which is now in the collection of the National Portrait Gallery. The other versions are an 1835 portrait in the collection of The Metropolitan Museum of Art, New York, an 1844 version owned by the New York Historical Society, New York, and a circa 1835 version in the U.S. Naval Academy Museum in Annapolis, Maryland.



# To be offered in IMPRESSIONIST AND MODERN ART DAY SALE New York | Friday 14 May 2021

# property from a distinguished american estate MARY CASSATT (1844-1926)

# Françoise, Holding a Little Dog, Looking Far to the Right

signed 'Mary Cassatt' (lower right) pastel on paper laid down on canvas 21¾ x 17½ in. (55.2 x 44.5 cm.) Drawn in 1909

# \$150,000-200,000

# PROVENANCE:

 $(\mathbf{i})$ 

Galerie Durand-Ruel et Cie., Paris (probably acquired from the artist, *circa* March-April 1909). Durand-Ruel Galleries, New York (acquired from the above, *circa* June 1928). Mr. and Mrs. Ralph Booth, Grosse Pointe (acquired from the above, 1947). By descent from the above to the late owner.

# EXHIBITED:

(possibly) Paris, Galerie J. Allard, *La Parisienne*, April 1910, p.12, no. 16 (titled *Fillette au Chien*). New York, Durand-Ruel Galleries, *Paintings and Pastels by Mary Cassatt*, November-December 1920, no. 1 (titled *Fillette au Chien*). New York, Durand-Ruel Galleries, *Paintings, Pastels*, *Drynointe, and Watercolors by Mary Cassatt*, April 1923

Drypoints, and Watercolors by Mary Cassatt, April 1923, no. 10 (titled *Fillette au Chien*). New York, Durand-Ruel Galleries, *Paintings and Pastels* 

*by Mary Cassatt*, October-November 1926, no. 19 (titled *Fillette au Chien*).

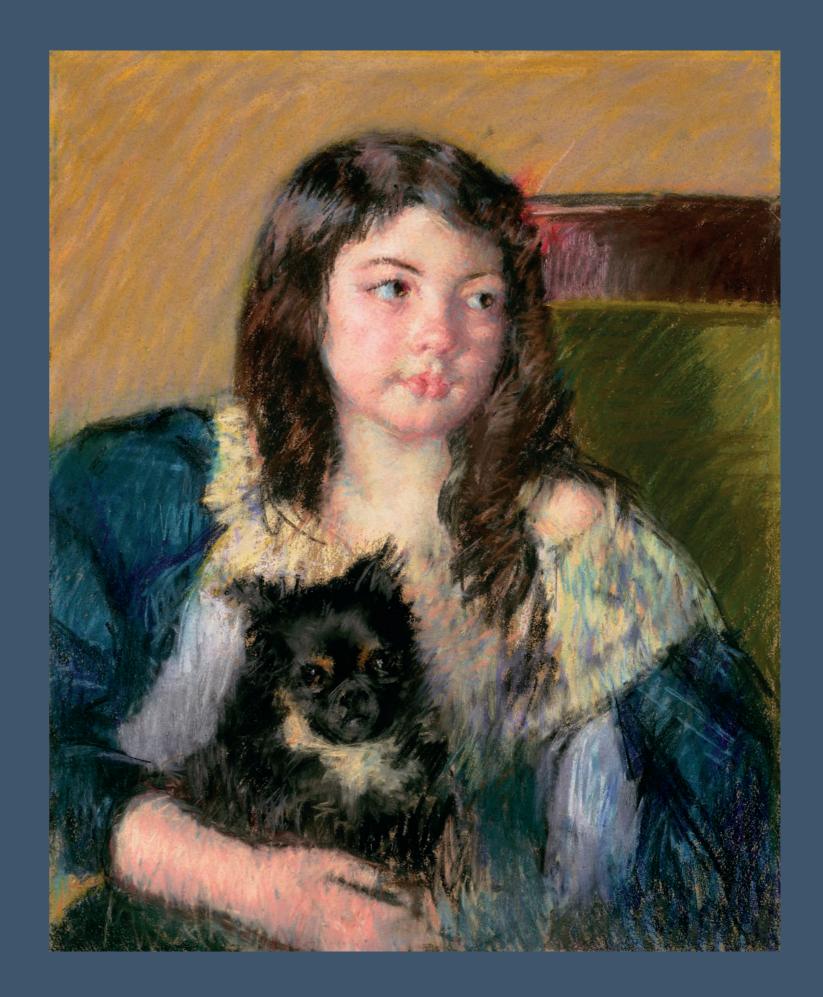
The Art Institute of Chicago, *Mary Cassatt*, December 1926-January 1927, no. 8 (titled *Girl with Dog*). Philadelphia Museum of Art, *Mary Cassatt*, April-May 1927, no. 12 (titled *Little Girl with Dog*).

Philadelphia, McClees Galleries, Paintings and Etchings by Mary Cassatt, January-February 1931, no. 11 (titled Fillette au Chien). New York, Durand-Ruel Galleries, Pastels by Mary Cassatt, October-November 1932, no. 3 (titled *Fillette au Chien*) St. Louis, Missouri, City Art Museum, Oils and Pastels by Mary Cassatt, December 1933-January 1934, no. 17 (titled Little Girl with a Dog). Dallas, Texas, State Fair of Texas Art Gallery, The Forty-Eighth Annual Exhibition of Paintings, Water Colors, Sculpture, Graphic Arts, October 1934, no. 25 (titled Young Girl with Dog). New York, Durand-Ruel Galleries, Paintings and Pastels by Mary Cassatt, February-March 1935, no. 1 (titled Young Girl with Dog). New York, Marie Sterner Galleries, Portraits of Children, June 1935. New York, Portraits, Inc., Portraits of Children by American Artists for the Benefit of the School Art League of New York, November 1944, no. 14 (titled Little Girl with Dog.) New York, Wildenstein & Co. Inc., Mary Cassatt, October-December 1947, p. 42, no. 46 (illustrated, p. 50; dated 1908 and titled Girl with a Dog).

# LITERATURE:

A.D. Breeskin, *Mary Cassatt: A Catalogue of Oils, Pastels, Watercolors and Drawings*, Washington, D.C., 1970, p. 195. no. 530 (illustrated; dated *circa* 1908).

This work is included in the Cassatt Committee's revision of Adelyn Doehme Breeskin's *catalogue raisonné* of the works of Mary Cassatt.



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These Conditions of Sale and the Important Notices Christie's may, at its option, withdraw any **lot** from auction at any time prior to or during the sale of the lot. Christie's has no liability to you for any decision to withdraw

- and emeralds) may have been treated to improve their look, through methods such as heating and oiling. These methods are accepted by the international jewellery trade but may make the gemstone less strong and/or require special care over time.
- (b) All types of gemstones may have been improved by some method. You may request a gemmological report for any item which does not have a report if the request is made to us at least three weeks before the date of the auction and you pay the fee for the report.
- (c) We do not obtain a gemmological report for every gemstone sold in our auctions. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports will be described in the catalogue Reports from American gemmological laboratories will describe any improvement or treatment to the gemstone. Reports from European gemmological laboratories will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whethe a particular gemstone has been treated, the amount of treatment, or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(d) For jewellery sales estimates are based on the information in any gemmological report. If no report is available, assume that the gemstones may have been treated or enhanced

#### 8 WATCHES & CLOCKS

- (a) Almost all clocks and watches are repaired in their lifetime and may include parts which are not original. We do not give a warranty that any individual component part of any watch is authentic. Watchbands described as "associated" are not part of the original watch and may not be authentic. Clocks may be sold without pendulums, weights or keys.
- (b) As collectors' watches often have very fine and complex mechanisms, you are responsible for any general service, change of battery, or further repair work that may be necessary. We do not give a warranty that any watch is in good working order. Certificates are not available unless described in the catalogue. (c) Most wristwatches have been opened to find
- out the type and quality of movement. For that reason, wristwatches with water resistant cases may not be waterproof and we recommend you have them checked by a competent watchmake before use. Important information about the sale, transport and shipping of watches and watchbands can be found in paragraph H2(f)

#### **B** REGISTERING TO BID 1 NEW BIDDERS

- (a) If this is your first time bidding at Christie's or you are a returning bidder who has not bought anything from any of our salerooms within the last two years you must register at least 48 hours before an auction begins to give us enough time to process and approve your registration. We may, at our option, decline to permit you to register as a bidder. You will be asked for the ollowina
- (i) for individuals: Photo identification (driver's licence, national identity card, or passport) and, if not shown on the ID document, proof of your current address (for example, a current utility bill or bank statement);
- (ii) for corporate clients: Your Certificate of Incorporation or equivalent document(s) showing your name and registered address together with documentary proof of directors and beneficial owners; and
- (iii) for trusts, partnerships, offshore companies and other business structures please contact us in advance to discuss our requirements.

(b) We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact our Client Services Department at +1 212-636-2000

#### 2 RETURNING BIDDERS

option ask you for current identification, a financial reference, or a deposit as a condition of allowing you to bid. If you have not bought anything from any of our salerooms within the last two years or if you want to spend more than on previous occasions, please contact our Client Services Department at +1212-636-2000

4 BIDDING ON BEHALF OF

If you are bidding on behalf of another person,

a signed letter authorising you to bid for him/

that person will need to complete the registration

her. A bidder accepts personal liability to pay the

purchase price and all other sums due unless it

has been agreed in writing with Christie's, before

commencement of the auction, that the bidder is

seek payment from the named third party.

5 BIDDING IN PERSON

6 BIDDING SERVICES

acting as an agent on behalf of a named third party

acceptable to Christie's and that Christie's will only

If you wish to bid in the saleroom you must register

for a numbered bidding paddle at least 30 minutes

before the auction. You may register online at www.

christies.com or in person. For help, please contact

The bidding services described below are a free

service offered as a convenience to our clients and

or otherwise), omission, or breakdown in providing

Christie's is not responsible for any error (human

the Client Service Department on +1 212-636-2000.

requirements above before you can bid, and supply

ANOTHER PERSON

and the seller.

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you

hammer has fallen; and

(f) in the case of error or dispute related to bidding 25% of the hammer price up to and including and whether during or after the auction, continue US\$600.000, 20% on that part of the hamme the bidding, determine the successful bidder, price over US\$600,000 and up to and including cancel the sale of the lot, or reoffer and resell US\$6,000,000, and 14.5% of that part of the any lot. If you believe that the auctioneer has hammer price above US\$6.000.000. accepted the successful bid in error, you must provide a written notice detailing your claim 2 TAXES vithin 3 business days of the date of the auction. The successful bidder is responsible for any The auctioneer will consider such claim in good applicable taxes including any sales or use tax or faith. If the auctioneer, in the exercise of his or equivalent tax wherever such taxes may arise on the her discretion under this paragraph, decides hammer price, the buyer's premium, and/or any after the auction is complete, to cancel the sale other charges related to the lot. of a lot, or reoffer and resell a lot, he or she will For lots Christie's ships to or within the United notify the successful bidder no later than by the States, a sales or use tax may be due on the end of the 7th calendar day following the date hammer price, buyer's premium, and/or any of the auction. The auctioneer's decision in other charges related to the **lot**, regardless of the exercise of this discretion is final. This paragraph nationality or citizenship of the successful bidder. does not in any way prejudice Christie's ability Christie's will collect sales tax where legally to cancel the sale of a lot under any other required. The applicable sales tax rate will be applicable provision of these Conditions of Sale. determined based upon the state, county, or locale including the rights of cancellation set forth in to which the lot will be shipped. Christie's shall sections B(3), E(2)(i), F(4), and J(1), collect New York sales tax at a rate of 8.875% for any lot collected from Christie's in New York. In accordance with New York law, if Christie's The auctioneer accepts bids from: arranges the shipment of a lot out of New York State, New York sales tax does not apply, although sales tax or other applicable taxes for other (c) internet bidders through 'Christie's LIVE™ (as states may apply. If you hire a shipper (other than shown above in paragraph B6); and a common carrier authorized by Christie's), to (d) written bids (also known as absentee bids or collect the lot from a Christie's New York location commission bids) left with us by a bidder before Christie's must collect New York sales tax on the lot at a rate of 8.875% regardless of the ultimate the auction destination of the lot.

(a) bidders in the saleroom. (b) telephone bidders:

#### (a) Phone Bids

these services

Your request for this service must be made no later than 24 hours prior to the auction. We will accept bids by telephone for lots only if our staff are available to take the bids. If you need to bid in a language other than in English, you must arrange this well before the auction. We may record telephone bids. By bidding on the telephone, you are agreeing to us recording your conversations. You also agree that your telephone bids are governed by these Conditions

of Sale (b) Internet Bids on Christie's LIVE™ For certain auctions we will accept bids over the Internet. For more information, please visit https://www.christies.com/buying services/buying-guide/register-and-bid/ As well as these Conditions of Sale, internet bids are governed by the Christie's LIVE™ Terms of Use which are available on is https://www.christies.com/LiveBidding/

#### OnlineTermsOfUse.aspx. (c) Written Bids

You can find a Written Bid Form at the back of our catalogues, at any Christie's office, or by choosing the sale and viewing the lots online at www.christies.com. We must receive your completed Written Bid Form at least 24 hours before the auction. Bids must be placed in the currency of the saleroom. The auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the reserve If you make a written bid on a lot which does not have a reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. If we receive written bids on a lot for identical amounts, and at the auction 8 SUCCESSFUL BIDS these are the highest bids on the **lot**, we will sell the lot to the bidder whose written bid we received first.

#### C. CONDUCTING THE SALE 1 WHO CAN ENTER THE AUCTION We may, at our option, refuse admission to our

As described in paragraph B(1) above, we may at our auction or to reject any bid. 2 RESERVES

#### **3 IF YOU FAIL TO PROVIDE THE** RIGHT DOCUMENTS

The auctioneer can at his or her sole option: (a) refuse any bid; the lots:

(c) withdraw any lot: (d) divide any lot or combine any two or more lots; (e) reopen or continue the bidding even after the

4 RIDDING

5 BIDDING ON BEHALF OF THE SELLER If Christie's delivers the lot to, or the lot is collected The auctioneer may, at his or her sole option, bid by, any framer, restorer or other similar service on behalf of the seller up to but not including the provider in New York that you have hired, New York amount of the reserve either by making consecutive law considers the lot delivered to the successful bids or by making bids in response to other bidders. bidder in New York and New York sales tax must The **auctioneer** will not identify these as bids made be imposed regardless of the ultimate destination on behalf of the seller and will not make any bid on of the lot. In this circumstance, New York sales tax behalf of the seller at or above the reserve. If lots will apply to the lot even if Christie's or a common are offered without reserve, the auctioneer will carrier (authorized by Christie's that you hire) generally decide to open the bidding at 50% of the subsequently delivers the lot outside New York. low estimate for the lot. If no bid is made at that Successful bidders claiming an exemption from level, the auctioneer may decide to go backwards sales tax must provide appropriate documentation at his or her sole option until a bid is made, and then to Christie's prior to the release of the lot or within continue up from that amount. In the event that 90 days after the sale, whichever is earlier. For there are no bids on a **lot**, the **auctioneer** may deem shipments to those states for which Christie's is not required to collect sales tax, a successful bidder such lot unsold. may have a use or similar tax obligation. It is the 6 BID INCREMENTS successful bidder's responsibility to pay all taxes due. Christie's recommends you consult your own Bidding generally starts below the low estimate independent tax advisor with any questions. and increases in steps (bid increments). The

auctioneer will decide at his or her sole option where the bidding should start and the bid E WARRANTIES increments. The usual bid increments are shown for 1 SELLER'S WARRANTIES guidance only on the Written Bid Form at the back For each lot, the seller gives a warranty that the of this catalogue.

### 7 CURRENCY CONVERTER

The saleroom video screens (and Christies LIVE™) may show bids in some other major currencies as well as US dollars. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. Christie's is not responsible for any error (human or otherwise) omission or breakdown in providing these services.

premises or decline to permit participation in any

Unless otherwise indicated, all lots are subject to a reserve. We identify lots that are offered without reserve with the symbol • next to the lot number. The reserve cannot be more than the lot's low estimate

### **3 AUCTIONEER'S DISCRETION**

(b) move the bidding backwards or forwards in any way he or she may decide, or change the order of

Unless the auctioneer decides to use his or her discretion as set out in paragraph C3 above. when the **auctioneer's** hammer strikes, we have accepted the last bid. This means a contract for sale has been formed between the seller and the successful bidder. We will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we do not accept responsibility for telling you whether or not your bid was successful. If you have bid by written bid, you should contact us than as set out above and, as far as the seller is by telephone or in person as soon as possible after the auction to get details of the outcome of your bid and all other obligations upon the seller which may to avoid having to pay unnecessary storage charges.

### 9 LOCAL BIDDING LAWS

You agree that when bidding in any of our sales that you will strictly comply with all local laws and regulations in force at the time of the sale for the relevant sale site.

### D THE BUYER'S PREMIUM AND TAXES 1 THE BUYER'S PREMIUM

In addition to the hammer price, the successful bidder agrees to pay us a buver's premium on the ammer price of each lot sold. On all lots we charge

(a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a ioint owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law and

(b) has the right to transfer ownership of the lot to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph F1(a) below) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business. expected savings, loss of opportunity or interest, costs, damages, other damages or expenses. The seller gives no warranty in relation to any lot other allowed by law, all warranties from the seller to you be added to this agreement by law, are excluded

### 2 OUR AUTHENTICITY WARRANTY

We warrant, subject to the terms below, that the lots in our sales are authentic (our "authenticity warranty"). If, within 5 years of the date of the auction, you give notice to us that your lot is not authentic, subject to the terms below, we will refund the purchase price paid by you. The meaning of authentic can be found in the glossary at the end of these Conditions of Sale. The terms of the authenticity warranty are as follows:

- (a) It will be honored for claims notified within a period of 5 years from the date of the auction After such time, we will not be obligated to honor the authenticity warranty.
- (b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the "Heading"). It does not apply to any information other than in the Heading even if shown in UPPERCASE type
- The authenticity warranty does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings on the page of the catalogue headed "Important Notices and Explanation of Cataloguing Practice". For example, use of the term "ATTRIBUTED TO ... " in a Heading means that the lot is in Christie's opinion probably a work by the named artist but no warranty is provided that the lot is the work of the named artist. Please read the full list of **Qualified Headings** and a lot's full catalogue description before
- (d) The authenticity warranty applies to the Heading as amended by any Saleroom Notice
- (e) The authenticity warranty does not apply where scholarship has developed since the auction leading to a change in generally accepted opinion. Further, it does not apply if the Heading either matched the generally accepted opinior of experts at the date of the auction or drew attention to any conflict of opinion.
- The authenticity warranty does not apply if the lot can only be shown not to be authentic by a scientific process which, on the date we published the catalogue, was not available or generally accepted for use, or which was unreasonably expensive or impractical, or which was likely to have damaged the lot.
- (g) The benefit of the authenticity warranty is only available to the original buyer shown on the invoice for the lot issued at the time of the sale and only if on the date of the notice of claim, the original buyer is the full owner of the **lot** and the lot is free from any claim, interest or restriction by anyone else. The benefit of this authenticity warranty may not be transferred to anyone else. (h) In order to claim under the authenticity
- warranty you must: (i) give us written notice of your claim within 5 years of the date of the auction. We may
- require full details and supporting evidence of any such claim; (ii) at Christie's option, we may require you
- to provide the written opinions of two recognised experts in the field of the lot mutually agreed by you and us in advance confirming that the lot is not authentic. If we have any doubts, we reserve the right to obtain additional opinions at our expense; and
- (iii) return the lot at your expense to the saleroom from which you bought it in the condition it was in at the time of sale.

(i) Your only right under this authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, under any circumstances, be required to pay you more than the purchase price nor will we be liable for any loss of profits or business loss of opportunity or value, expected savings or interest, costs, damages, other damages or expenses.

- (j) Books. Where the lot is a book, we give an additional warranty for 21 days from the date of the auction that any lot is defective in text or illustration, we will refund your purchase price. subject to the following terms: (a) This additional warranty does not apply to:
- (i) the absence of blanks, half titles, tissue guards or advertisements, damage in respect of bindings, stains, spotting, marginal tears or other defects not affecting completeness of the text or illustration;
- (ii) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps or periodicals
- (iii) books not identified by title; (iv) lots sold without a printed estimate;
- (v) books which are described in the catalogue as sold not subject to return; or
- (vi) defects stated in any condition report or announced at the time of sale.
- (b) To make a claim under this paragraph you must give written details of the defect and return the lot to the sale room at which you bought it in the same condition as at the time of sale, within 21 days of the date of the
- (k) South East Asian Modern and Contemporary Art and Chinese Calligraphy and Painting. In these categories, the authenticity warranty does not apply because current scholarship does not permit the making of definitive statements. Christie's does, however, agree to cancel a sale in either of these two categories of art where it has been proven the lot is a forgery. Christie's will refund to the original buyer the purchase price in accordance with the terms of Christie's Authenticity Warranty, provided that the original buyer notifies us with full supporting evidence documenting the forgery claim within twelve (12) months of the date of the auction. Such evidence must be satisfactory to us that the property is a forgery in accordance with paragraph E2(h)(ii) above and the property must be returned to us in accordance with E2h(iii) above. Paragraphs E2(b), (c), (d), (e), (f) and (g) and (i) also apply to a claim under these categories.
- (I) Chinese, Japanese and Korean artefacts (excluding Chinese, Japanese and Korean calligraphy, paintings, prints, drawings and jewellery). In these categories, paragraph E2 (b) – (e) above shall be amended so that where no maker or artist is identified, the authenticity warranty is given not only for the Heading but also for information regarding date or period shown in UPPERCASE type in the second line of the catalogue description (the "Subheading"). Accordingly, all references to the Heading in paragraph E2 (b) - (e) above shall be read as references to both the **Heading** and the Subheading.

#### **3 NO IMPLIED WARRANTIES** EXCEPT AS SET FORTH IN PARAGRAPHS E1 AND E2 ABOVE NEITHER THE SELLER NOR THE CHRISTIE'S GROUP MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LOT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED.

#### 4 YOUR WARRANTIES

- (a) You warrant that the funds used for settlement are not connected with any criminal activity, including tax evasion, and you are neither under investigation, nor have you been charged with or convicted of money laundering, terrorist activities or other crimes.
- (b) where you are bidding on behalf of another person, you warrant that:
- (i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the **lot**(s) in accordance with all applicable anti-money laundering and sanctions laws consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation evidencing

the due diligence. You will make such documentation promptly available for immediate inspection by an independent third-party auditor upon our written request to do so:

- (ii) the arrangements between you and the ultimate buyer(s) in relation to the lot or otherwise do not, in whole or in part, facilitate tax crimes;
- (iii) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation, or have been charged with or convicted of money laundering, terrorist activities or other crimes.

#### F PAYMENT HOW TO PAY

- nmediately following the auction, you must pay the purchase price being: the hammer price: and
- the **buver's premium**; and
- any applicable duties, goods, sales, use,

#### compensating or service tax, or VAT. Payment is due no later than by the end of the 7th calendar day following the date of the auction (the "due date").

- b) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name. You must pay immediately even if you want to export the lot and you need an export
- (c) You must pay for lots bought at Christie's in the United States in the currency stated on the invoice in one of the following ways: (i) Wire transfer
- JP Morgan Chase Bank, N.A. 270 Park Avenue, New York, NY 10017; ABA# 021000021; FBO: Christie's Inc.; Account # 957-107978, for international transfers, SWIFT:
- CHASUS33 (ii) Credit Card
- We accept Visa, MasterCard, American Express and China Union Pay. Credit card payments at the New York premises will only be accepted for New York sales. Christie's will not accept credit card payments for purchases in any other sale site. (iii) Cash
- We accept cash payments (including money orders and traveller's checks) subject to a maximum global aggregate of US\$7,500 per buver. (iv) Bank Checks
- You must make these payable to Christie's Inc. and there may be conditions. Once we have deposited your check property cannot be released until five business days have passed. (v) Checks
- You must make checks payable to Christie's Inc. and they must be drawn from US dollar accounts from a US bank.
- (d) You must quote the sale number, your invoice number and client number when making a payment. All payments sent by post must be sent to:
- Christie's Inc. Post-Sale Services.
- 20 Rockefeller Center, New York, NY 10020. e) For more information please contact our Post-Sale Services by phone at +1 212 636 2650 or fax at +1 212 636 4939 or email PostSaleUS@ christies.com.

### 2 TRANSFERRING OWNERSHIP TO YOU

You will not own the lot and ownership of the lot will not pass to you until we have received full and clear payment of the purchase price, even in circumstances where we have released the lot to

### 3 TRANSFERRING RISK TO YOU

The risk in and responsibility for the **lot** will transfer to you from whichever is the earlier of the following: (a) When you collect the lot; or

(b) At the end of the 30th day following the date of the auction or if earlier the date the lot is taken into care by a third party warehouse as set out on the page headed 'Storage and Collection', unless we have agreed otherwise with you.

### 4 WHAT HAPPENS IF YOU DO NOT PAY

- (a) If you fail to pay us the **purchase price** in full by the due date, we will be entitled to do one or more of the following (as well as enforce our rights under paragraph F5 and any other rights or remedies we have by law): (i) we can charge interest from the due date at
- a rate of up to 1.34% per month on the unpaid amount due; (ii) we can cancel the sale of the lot. If we do
- this, we may sell the lot again, publically or privately on such terms we shall think necessary or appropriate, in which case you must pay us any shortfall between the purchase price and the proceeds from the resale. You must also pay all costs, expenses. losses, damages and legal fees we have to pay 1 SHIPPING or may suffer and any shortfall in the seller's commission on the resale;
- (iii) we can pay the seller an amount up to the net proceeds payable in respect of the amount bid by your default in which case you acknowledge and understand that Christie's will have all of the rights of the seller to pursue you for such amounts:
- (iv) we can hold you legally responsible for the purchase price and may begin legal proceedings to recover it together with other losses, interest, legal fees and costs as far as we are allowed by law:
- (v) we can take what you owe us from any amounts which we or any company in the Christie's Group may owe you (including any deposit or other part-payment which you have paid to us):
- (vi) we can, at our option, reveal your identity and contact details to the seller,
- (vii) we can reject at any future auction any bids made by or on behalf of the buyer or to obtain Any lot sold at auction may be affected by laws a deposit from the buyer before accepting any on exports from the country in which it is sold bids
- (viii) we can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your
- bligations to us; and (ix) we can take any other action we see necessary or appropriate.
- (b) If you owe money to us or to another Christie's Group company, we can use any amount you do pay, including any deposit or other part-payment you have made to us, or which we owe you, to pay off any amount you owe to us or another Christie's Group company for any transaction.

#### 5 KEEPING YOUR PROPERTY

If you owe money to us or to another Christie's Group company, as well as the rights set out in F4 above, we can use or deal with any of your property. we hold or which is held by another Christie's Group company in any way we are allowed to by law. We will only release your property to you after you pay us or the relevant Christie's Group company in full for what you owe. However, if we choose, we can also sell your property in any way we think appropriate. We will use the proceeds of the sale against any amounts you owe us and we will pay any amount left from that sale to you. If there is a shortfall, you must pay us any difference between the amount we have received from the sale and the amount you owe us.

#### G COLLECTION AND STORAGE

- (a) You must collect purchased lots within seven days from the auction (but note that lots will not be released to you until you have made full and clear payment of all amounts due to us).
- (b) Information on collecting lots is set out on the storage and collection page and on an information sheet which you can get from the bidder registration staff or Christie's Post-Sale Services Department on +1 212 636 2650. (c) If you do not collect any lot within thirty days
- following the auction we may, at our option (i) charge you storage costs at the rates set out at www.christies.com/storage.
- (ii) move the lot to another Christie's location or an affiliate or third party warehouse and charge you transport costs and administration

fees for doing so and you will be subject to the third party storage warehouse's standard terms and to pay for their standard fees and costs.

(iii) sell the lot in any commercially reasonable way we think appropriate. (d) The Storage conditions which can be found at

www.christies.com/storage will apply. (e) In accordance with New York law, if you have

paid for the lot in full but you do not collect the lot within 180 calendar days of payment, we may charge you New York sales tax for the lot. (f) Nothing in this paragraph is intended to limit our rights under paragraph F4.

# H TRANSPORT AND SHIPPING

We would be happy to assist in making shipping arrangements on request. You must make all transport and shipping arrangements. However, we can arrange to pack, transport, and ship your property if you ask us to and pay the costs of doing so. We recommend that you ask us for an estimate especially for any large items or items of high value that need professional packing. We may also suggest other handlers, packers, transporters, or experts if you ask us to do so. For more information please contact Christie's Post-Sale Services at +1 212 636 2650. See the information set out at

#### https://www.christies.com/buving-services/ buying-guide/ship/ or contact us at PostSaleUS@

christies.com. We will take reasonable care when we are handling, packing, transporting, and shipping a. However, if we recommend anothe company for any of these purposes, we are not responsible for their acts, failure to act, or neglect.

### 2 EXPORT AND IMPORT

and the import restrictions of other countries. Many countries require a declaration of export for property leaving the country and/or an import declaration on entry of property into the country. Local laws may prevent you from importing a lot or may prevent you selling a lot in the country you import it into.

- (a) You alone are responsible for getting advice about and meeting the requirements of any laws or regulations which apply to exporting or importing any lot prior to bidding. If you are refused a licence or there is a delay in getting one, you must still pay us in full for the **lot**. We may be able to help you apply for the appropriate licences if you ask us to and pay our fee for doing so. However we cannot guarantee that you will get one. For more information, please contact Christie's Post-Sale Services Department at +1 212 636 2650 and PostSaleUS@christies.com. See the information set out at https://www.christies. com/buving-services/buving-guide/ship/or contact us at PostSaleUS@christies.com
- (b) You alone are responsible for any applicable taxes, tariffs or other government-imposed charges relating to the export or import of the lot. If Christie's exports or imports the lot on your behalf, and if Christie's pays these applicable taxes, tariffs or other government-imposed charges, you agree to refund that amount to Christie's.

### (c) Endangered and protected species

Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife are marked with the symbol in the catalogue. This material includes among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone certain species of coral, and Brazilian rosewood. You should check the relevant customs laws and regulations. before bidding on any lot containing wildlife material if you plan to import the lot into another country. Several countries refuse to allow you to import property containing these materials, and some other countries require a licence from the relevant regulatory agencies in the countries of exportation as well as importation. In some cases, the lot can only be shipped with an independent scientific confirmation of species and/or age, and you will need to obtain these at

#### vour own cost. (d) Lots containing lvory or materials

resembling ivory If a lot contains elephant ivory, or any other wildlife material that could be confused with elephant ivory (for example, mammoth ivory valrus ivory, helmeted hornbill ivory) you may be prevented from exporting the lot from the US or shipping it between US States without first confirming its species by way of a rigorous scientific test acceptable to the applicable Fish and Wildlife authorities. You will buy that lot at your own risk and be responsible for any scientific test or other reports required for export from the USA or between US States at your own cost. We will not be obliged to cancel your purchase and refund the purchase price if your lot may not be exported, imported or shipped between US States, or it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, export

### or import of property containing such protected or regulated materia

(e) Lots of Iranian origin Some countries prohibit or restrict the purchase. the export and/or import of Iranian-origin "works of conventional craftsmanship" (works that are not by a recognized artist and/or that have a function, (for example: carpets, bowls, ewers, tiles, ornamental boxes). For example the USA prohibits the import and export of this type of property without a license issued by the US Department of the Treasury, Office of Foreign Assets Control, Other countries, such as Canada, only permit the import of this property in certain circumstances. As a convenience to buyers. Christie's indicates under the title of a lot if the lot originates from Iran (Persia). It is your responsibility to ensure you do not bid on or import a lot in contravention of the sanctions or trade embargoes that apply to you. (f) Gold

Gold of less than 18ct does not qualify in all countries as 'gold' and may be refused import into those countries as 'gold'.

### (g) Watches

Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile. These lots are marked with the symbol  $\Psi$  in the catalogue. These endangered species straps are shown for display purposes only and are not for sale. Christie's will remove and retain the strap prior to shipment from the sale site. At some sale sites, Christie's may, at its discretion, make the displayed endangered species strap available to the buyer of the lot free of charge if collected in person from the sale site within 1 year of the date of the auction. Please check with the department for details on a particular lot.

For all symbols and other markings referred to in paragraph H2, please note that lots are marked as a convenience to you, but we do not accept liability for errors or for failing to mark lots.

#### I OUR LIABILITY TO YOU

- (a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees about any lot other than as set out in the authenticity warranty and, as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E1 are their own and we do not have any liability to you in elation to those warranties.
- (b) (i) We are not responsible to you for any reason (whether for breaking this agreement or any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these conditions of sale; or
- (ii) give any representation, warranty or guarantee or assume any liability of any kind in respect of any lot with regard to merchantability, fitness for a particular purpose, description, size, guality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature, or historical relevance. Except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) In particular, please be aware that our written and telephone bidding services. Christie's LIVE<sup>™</sup>, condition reports, currency converte and saleroom video screens are free services and we are not responsible to you for any error hese services.

any lot.

(human or otherwise), omission or breakdown in This agreement, and any non-contractual lot: an item to be offered at auction (or two or more obligations arising out of or in connection with (d) We have no responsibility to any person other this agreement, or any other rights you may have items to be offered at auction as a group). than a buyer in connection with the purchase of relating to the purchase of a lot will be governed other damages: any special, consequential, by the laws of New York. Before we or you start incidental or indirect damages of any kind or any (e) If, in spite of the terms in paragraphs I(a) to (d) or damages which fall within the meaning of 'special'. any court proceedings (except in the limited E2(i) above, we are found to be liable to you for circumstances where the dispute, controversy or 'incidental' or 'consequential' under local law. any reason, we shall not have to pay more than claim is related to proceedings brought by someone purchase price: has the meaning given to it in the purchase price paid by you to us. We will not else and this dispute could be joined to those paragraph F1(a). be responsible to you for any reason for loss of proceedings), we agree we will each try to settle provenance: the ownership history of a lot. profits or business, loss of opportunity or value, qualified: has the meaning given to it in paragraph the dispute by mediation submitted to IAMS or its expected savings or interest, costs, damages, or E2 and Qualified Headings means the paragraph successor, for mediation in New York. If the Dispute headed Qualified Headings on the page of expenses. is not settled by mediation within 60 days from the date when mediation is initiated, then the Dispute the catalogue headed 'Important Notices and OTHER TERMS shall be submitted to JAMS, or its successor Explanation of Cataloguing Practice'. OUR ABILITY TO CANCEL reserve: the confidential amount below which we for final and binding arbitration in accordance with its Comprehensive Arbitration Rules and will not sell a lot. In addition to the other rights of cancellation Procedures or, if the Dispute involves a non-U.S saleroom notice: a written notice posted next to contained in this agreement, we can cancel a sale party, the JAMS International Arbitration Rules. the lot in the saleroom and on www.christies.com of a lot if : (i) any of your warranties in paragraph The seat of the arbitration shall be New York and which is also read to prospective telephone bidders E3 are not correct; (ii) we reasonably believe that and notified to clients who have left commission completing the transaction is. the arbitration shall be conducted by one arbitrator, who shall be appointed within 30 days after the bids, or an announcement made by the auctioneer or may be, unlawful; or (iii) we reasonably believe either at the beginning of the sale, or before a that the sale places us or the seller under any initiation of the arbitration. The language used in the arbitral proceedings shall be English. The particular lot liability to anyone else or may damage our arbitrator shall order the production of documents is auctioned. Subheading: has the meaning given to it in only upon a showing that such documents are 2 RECORDINGS relevant and material to the outcome of the Dispute paragraph E2. UPPER CASE type: means having all capital letters The arbitration shall be confidential, except to the We may videotape and record proceedings at any extent necessary to enforce a judgment or where warranty: a statement or representation in which auction. We will keep any personal information the person making it guarantees that the facts set disclosure is required by law. The arbitration confidential, except to the extent disclosure is award shall be final and binding on all parties out in it are correct. required by law. However, we may, through this involved. Judgment upon the award may be process, use or share these recordings with another entered by any court having jurisdiction thereof Christie's Group company and marketing partners or having jurisdiction over the relevant party or to analyse our customers and to help us to tailor its assets. This arbitration and any proceedings our services for buyers. If you do not want to be conducted hereunder shall be governed by Title 9 videotaped, you may make arrangements to make a telephone or written bid or bid on Christie's LIVE™ (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any Enforcement of Foreign Arbitral Awards of June 10 1958 auction

### 3 COPYRIGHT

We own the copyright in all images, illustrations and written material produced by or for us relating to a lot (including the contents of our catalogues unless otherwise noted in the catalogue). You cannot use them without our prior written permission. We do not offer any guarantee that you will gain any copyright or other reproduction rights

## 4 ENFORCING THIS AGREEMENT

of the agreement will be treated as being deleted and the rest of this agreement will not be affected.

#### 5 TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer your rights or responsibilities under these terms on the contract of sale with the buyer unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

#### 6 TRANSLATIONS

8 WAIVER

If we have provided a translation of this agreement, we will use this original version in deciding any issues or disputes which arise under this agreement. 7 PERSONAL INFORMATION We will hold and process your personal information

valid or is illegal or impossible to enforce, that part

and may pass it to another Christie's Group company for use as described in, and in line with, our privacy notice at www.christies.com/about us/contact/privacy and if you are a resident of California you can see a copy of our California Consumer Privacy Act statement at www.christies. com/about-us/contact/ccpa.

No failure or delay to exercise any right or remedy provided under these Conditions of Sale shall constitute a waiver of that or any other right or emedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 9 LAW AND DISPUTES

#### 10 REPORTING ON WWW.CHRISTIES.COM

Details of all lots sold by us, including catalogue descriptions and prices, may be reported on www.christies.com. Sales totals are hammer price plus buyer's premium and do not reflect costs, financing fees, or application of buyer's or seller's credits. We regret that we cannot agree to requests to remove these details from www.christies.com

### K GLOSSARY

If a court finds that any part of this agreement is not **auctioneer:** the individual **auctioneer** and/or Christie's

authentic: authentic : a genuine example, rather than a copy or forgery of:

- (i) the work of a particular artist, author or manufacturer, if the lot is described in the Heading as the work of that artist, author or manufacturer:
- (ii) a work created within a particular period or culture. if the lot is described in the Heading as a work created during that period or culture;
- (iii) a work for a particular origin source if the lot is described in the Heading as being of that origin or source; or
- (iv) in the case of gems, a work which is made of a particular material, if the lot is described in the Heading as being made of that material.

authenticity warranty: the guarantee we give in this agreement that a lot is authentic as set out in paragraph E2 of this agreement.

buyer's premium: the charge the buyer pays us along with the hammer price.

catalogue description: the description of a lot in the catalogue for the auction, as amended by any room notice.

Christie's Group: Christie's International Plc, its subsidiaries and other companies within its corporate group.

condition: the physical condition of a lot. due date: has the meaning given to it paragraph

estimate: the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range and **high estimate** means the higher

figure. The mid estimate is the midpoint between the two

hammer price: the amount of the highest bid the auctioneer accepts for the sale of a lot Heading: has the meaning given to it in paragraph

# SYMBOLS USED IN THIS CATALOGUE

### The meaning of words coloured in **bold** in this section can be found at the end of the section of the catalogue headed 'Conditions of Sale'

Lot offered without **reserve** which will be sold to the

highest bidder regardless of the pre-sale estimate in the

Lot incorporates material from endangered species

See Storage and Collection pages in the catalogue.

Lot incorporates material from endangered species that

is not for sale and shown for display purposes only.

See Paragraph H2(g) of the Conditions of Sale.

which could result in export restrictions. See

Paragraph H2(b) of the Conditions of Sale.

catalogue.

Christie's has a direct financial interest in the lot See Important Notices and Explanation of Cataloguing Practice

Owned by Christie's or another Christie's Group company in whole or part. See Important Notices and Explanation of Cataloguing Practice.

Christie's has a direct financial interest in the **lot** and has funded all or part of our interest with the help of someone else. See Important Notices and Explanation of Cataloguing Practice.

Bidding by interested parties

Please note that lots are marked as a convenience to you and we shall not be liable for any errors in, or failure to, mark a lot.

# IMPORTANT NOTICES AND EXPLANATION OF **CATALOGUING PRACTICE**

#### IMPORTANT NOTICES

#### $\Delta$ Property Owned in part or in full by Christie's

From time to time, Christie's may offer a lot which it owns in whole or in part. Such property is identified in the catalogue with the symbol  $\Delta$  next to its lot number. Where Christie's has an ownership or financial interest in every lot in the catalogue, Christie's will not designate each lot with a symbol, but will state its interest in the front of the catalogue

### <sup>o</sup> Minimum Price Guarantees

On occasion, Christie's has a direct financial interest in the outcome of the sale of certain lots consigned for sale. This will usually be where it has guaranteed to the Seller that whatever the outcome of the auction, the Seller will receive a minimum sale price for the work. This is known as a minimum price quarantee. Where Christie's holds such financial interest we identify such lots with the symbol <sup>o</sup> next to the lot number.

### • Third Party Guarantees/Irrevocable bids

Where Christie's has provided a Minimum Price Guarantee it is at risk of making a loss if the lot fails to sell. Christie's sometimes chooses to share that risk with a third party who agrees prior to the auction to place an irrevocable written bid on the lot. If there are no other higher bids, the third party commits to buy the lot at the level of their irrevocable written bid. In doing so, the third party takes on all or part of the risk of the lot not being sold. Lots which are subject to a third party guarantee arrangement are identified in the catalogue with the symbol •

In most cases, Christie's compensates the third party in exchange for accepting this risk. Where the third party is the successful bidder, the third party's remuneration is based on a fixed financing fee. If the third party is not the successful bidder the remuneration may either be based on a fixed fee or is an amount calculated against the hammer price. The third party may continue to bid for the lot above the irrevocable written bid. Where the third party is the successful bidder, Christie's will report the purchase price net of the fixed financing fee.

Third party guarantors are required by us to disclose to anyone they are advising their financial interest in any lots they are guaranteeing. However, for the avoidance of any doubt, if you are advised by or bidding through an agent on a lot identified as being subject to a third party guarantee, you should always ask your agent to confirm whether or not he or she has a financial interest in relation to the lot

### **¤** Bidding by interested parties

When a party with a direct or indirect interest in the lot who may have knowledge of the lot's reserve or other material information may be bidding on the lot, we will mark the lot with this symbol ¤. This interest can include beneficiaries of an estate that consigned the lot or a joint owner of a lot. Any interested party that successfully bids on a lot must comply with Christie's Conditions of Sale, including paying the lot's full Buver's Premium plus applicable taxes.

#### Post-catalogue notifications

In certain instances, after the catalogue has been published, Christie's may enter into an arrangement or become aware of bidding that would have required a catalogue symbol. In those instances, a pre-sale or pre-lot announcement will be made.

#### **Other Arrangements**

Christie's may enter into other arrangements not involving bids. These include arrangements where Christie's has made loans or advanced money to consignors or prospective purchasers or where Christie's has shared the risk of a guarantee with a partner without the partner being required to place an irrevocable written bid or otherwise participating in the bidding on the lot. Because such arrangements are unrelated to the bidding process they are not marked with a symbol in the catalogue

### FOR PICTURES, DRAWINGS, PRINTS AND MINIATURES

s used in this catalogue have the meanings ascribed to them below. Please note that all statements in this catalogue as to authorship are made subject to the provisions of the Conditions of Sale and authenticity warranty. Buyers are advised to inspect the property themselves. Written condition reports are usually available on request.

#### QUALIFIED HEADINGS

In Christie's opinion a work by the artist. \*"Attributed to In Christie's qualified opinion probably a work by the artist in whole or in part. \*"Studio of ..."/ "Workshop of ..."

In Christie's qualified opinion a work executed in the studio or workshop of the artist, possibly under his supervision.

\*"Circle of ...'

the Conditions of Sale.

In Christie's qualified opinion a work of the period of the artist and showing his influence. "Follower of ...

Please note that this **lot** is subject to an import tariff. The

amount of the import tariff due is a percentage of the final

contact Post Sale Services prior to the sale to determine the

estimated amount of the import tariff. If the buyer instructs

Christie's to arrange shipping of the lot to a foreign address,

the buyer will not be required to pay the import tariff. If

the buyer instructs Christie's to arrange shipping of the lot

to a domestic address, if the buyer collects the property in

person, or if the buyer arranges their own shipping (whether

domestically or internationally), the buyer will be required

to pay the import tariff. For the purpose of calculating sales

tax, if applicable, the import tariff will be added to the final

collected as per The Buyer's Premium and Taxes section of

hammer price plus buyer's premium and sales tax will be

hammer price plus buyer's premium. The buyer should

In Christie's qualified opinion a work executed in the artist's style but not necessarily by a pupil.

"Manner of In Christie's qualified opinion a work executed in the artist's style but of a later date.

In Christie's qualified opinion a copy (of any date) of a work of

the artist. "Signed ..."/"Dated ..."/

"Inscribed ..

In Christie's qualified opinion the work has been signed/dated/ inscribed by the artist. "With signature ..."/ "With date ..."/

"With inscription

In Christie's qualified opinion the signature/ date/inscription appears to be by a hand other than that of the artist.

The date given for Old Master Modern and Contemporary Prints is the date (or approximate date when prefixed with 'circa') on which the matrix was worked and not necessarily the date when the impression was printed or published.

\*This term and its definition in this Explanation of Cataloguing Practice are a qualified statement as to authorship. While the use of this term is based upon careful study and represents the opinion of specialists, Christie's and the seller assume no risk, liability and responsibility for the authenticity of authorship of any lot in this catalogue described by this term, and the Authenticity Warranty shall not be available with respect to lots described using this term.

### POST 1950 FURNITURE

All items of post-1950 furniture included in this sale are items either not originally supplied for use in a private home or now offered solely as works of art. These items may not comply with the provisions of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993, the "Regulations"). Accordingly, these items should not be used as furniture in your home in their current condition. If you do intend to use such items for this purpose, you must first ensure that they are reupholstered, restuffed and/or recovered (as appropriate) in order that they comply with the provisions of the Regulations. These will vary by department.

## STORAGE AND COLLECTION

#### PAYMENT OF ANY CHARGES DUE

Specified lots (sold and unsold) marked with a filled square (
) not collected from Christie's by 5.00pm on the day of the sale will, at our option, be removed to Christie's Fine Art Storage Services (CFASS in Red Hook, Brooklyn). Christie's will inform you if the lot has been sent offsite.

If the lot is transferred to Christie's Fine Art Storage Services, it will be available for collection after the third business day following the sale

Please contact Christie's Post-Sale Service 24 hours in advance to book a collection time at Christie's Fine Art Services. All collections from Christie's Fine Art Services will be by pre-booked appointment only.

Please be advised that after 50 days from the auction date property may be moved at Christie's discretion. Please contact Post-Sale Services to confirm the location of your property prior to collection.

Tel: +1 212 636 2650 Email: PostSaleUS@christies.com

Operation hours for both Christie's Rockefeller and Christie's Fine Art Storage are from 9:30 am to 5:00 pm, Monday - Friday.

Long-term storage solutions are also available per client request. CFASS is a separate subsidiary of Christie's and clients enjoy complete confidentiality. Please contact CFASS New York for details and rates: +1 212 636 2070 or storage@cfass.com

#### STREET MAP OF CHRISTIE'S NEW YORK LOCATIONS



#### Christie's Rockefeller Center

20 Rockefeller Plaza, New York 10020 Tel: +1 212 636 2000 PostSaleUS@christies.com Main Entrance on 49th Street Receiving/Shipping Entrance on 48th Street Hours: 9.30 AM - 5.00 PM Monday-Friday except Public Holidays

17/02/2

### COLLECTION AND CONTACT DETAILS

Tel: +1 212 636 2650 Email: PostSaleUS@christies.com

SHIPPING AND DELIVERY

Christie's Post-Sale Service can organize domestic deliveries or international freight Please contact them on +1 212 636 2650 or PostSaleUS@christies.com.

Lots will only be released on payment of all charges due and on production of a

Collection Form from Christie's. Charges may be paid in advance or at the time of

from the sale. Please see paragraph G of the Conditions of Sale for further detail.

collection. We may charge fees for storage if your lot is not collected within thirty days

Christie's Fine Art Storage Services (CFASS) 62-100 Imlay Street, Brooklyn, NY 11231 Tel: +1 212 974 4500 PostSaleUS@christies.com Main Entrance on Corner of Imlay and Bowne St Hours: 9.30 AM - 5.00 PM Monday-Friday except Public Holidays



# **IDENTITY VERIFICATION**

From January 2020, new anti-money laundering regulations require Christie's and other art businesses to verify the identity of all clients. To register as a new client, you will need to provide the following documents, or if you are an existing client, you will be prompted to provide any outstanding documents the next time you transact.

## **Private individuals:**

- A copy of your passport or other government-issued photo ID
- Proof of your residential address (such as a bank statement or utility bill) dated within the last three months

Please upload your documents through your christies.com account: click 'My Account' followed by 'Complete Profile'. You can also email your documents to info@christies.com or provide them in person.

### **Organisations:**

- Formal documents showing the company's incorporation, its registered office and business address, and its officers, members and ultimate beneficial owners
- · A passport or other government-issued photo ID for each authorised user

Please email your documents to info@christies.com or provide them in person.

# CHRISTIE'S

# CHRISTIE'S

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